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The Solicitors' Journal

[Established 1857.] [Registered as a Newspaper.]

VOL. LXXVIII. No. 22 [Pages 373 to 392]. Saturday, June 2, 1934. Published Weekly. Price One Shilling.

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The Solicitors' Journal

VOL. LXXVIII. **Saturday, June 2, 1934.** No. 22

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Current Topics.

Viscount Sumner.

ALTHOUGH Viscount SUMNER, whose death occurred at the end of last week, had retired for some years from the active work of the House of Lords and the Judicial Committee of the Privy Council, he will long be remembered as one of the most brilliant exponents of English law. Lord HALDANE described him many years ago as "a consummate lawyer"; he was this, but he was much more. A clear thinker, a profound scholar, very learned in the law, and gifted with a style from which a certain causticity of humour was rarely absent, his judicial pronouncements belong to that select class which, in addition to being masterly in their treatment of the legal principles involved, were at the same time singularly attractive as literature. No one can read any of his judgments without perceiving that it emanated from a legal and literary genius. Those whose memories go back to the early years of this century will recall the stirring combats in the Commercial Court between Mr. J. A. HAMILTON, as he then was, and the present Lord Justice SCRUTTON. Both were great fighters; neither minced his words; but perhaps the future Viscount SUMNER wielded the keener weapon. To listen to them even when construing so commonplace a document as a charterparty or a bill of lading was an intellectual treat. Each was obviously destined for the bench, but Mr. HAMILTON reached it earlier than his opponent, and went further. Not long did he remain a puisne, but during his short period in that position he established what we suppose must be a record, in that he never once reserved judgment. Sir GEORGE JESSEL rarely reserved, but if we are not mistaken he occasionally did so, whereas Mr. Justice HAMILTON never did. At the close of a long and intricate case abounding in a multitude of facts and raising difficult questions of law, he proceeded at once to unravel the legal knots with an amazing skill and clarity of language. Several of his judgments in the House of Lords have become classical expositions of the subjects dealt with, and they may be read with delight even by those who generally consider the decisions of our courts as the very nadir of expression. During the war period he interested himself in a variety of organisations. He lent his powerful aid in urging the necessity for economy, even in small things, and at one meeting he cheerfully remarked that in those trying times we were all, except of course our domestics, willing to be content with margarine during the scarcity of butter! In the record of great English lawyers and judges the name of Viscount SUMNER must ever occupy a very high place.

Trinity Law Sittings.

THE list of cases set down for hearing in the High Court during the sittings which commenced on 29th May shows an encouraging increase in all divisions. In the King's Bench Division the increase is eight above the figure for the corresponding term of last year, the figure for this year being 899. There is a heavy decrease in the number of jury actions in the ordinary list, and a corresponding rise in the number of non-jury actions. The figures are 194 special and 148 common juries and 377 non-juries, as against 227, 374 and ninety for last year. There is only one special jury action and no common jury actions in the New Procedure List. In the Chancery Division the increase is from 176 to 270. There are 144 actions in the Witness List, 101 matters in the Adjourned Summonses and Non-Witness List, 131 company matters and sundry short causes and matters for further consideration. The Probate, Divorce and Admiralty Division shows an increase of 200, the figure this year being 875, the undefended causes numbering 523 as against 466 in the previous year, and the defended causes 303, as against 199 in the previous year. There are also thirteen special jury actions, thirty-six common jury actions and thirteen Admiralty actions. There is also an increase in the Divisional Court list from ninety-eight to 104, the appeals in the Crown Paper having risen from sixteen to thirty-seven and in the Civil Paper from thirty-five to fifty-one. In the Revenue Paper there is a decrease from thirty-nine to fifteen, and there are no cases in the Special Paper. There is one motion for judgment. There is a healthy decrease in the number of appeals from 134 to 107. There are 104 final appeals, of which twelve are from the Chancery Division, including three in Bankruptcy, seventy-one are from the King's Bench Division, including fourteen from the Revenue Paper, fifteen from county courts in workmen's compensation cases, five from the Probate, Divorce and Admiralty Division and one from the County Palatine Court of Lancaster. Taken as a whole the figures are by no means unsatisfactory, the total number of causes being 2,303, as against 1,972 in the corresponding term of last year.

"Middlings."

"WHEAT OFFALS," according to s. 20 of the Wheat Act, 1932, means "the residual products which, in the process of milling wheat, are extracted therefrom as germ or for animal or poultry food." The effect of this definition was recently considered by Mr. Justice ROCHE, in *R. & W. Paul Ltd.* v. *Wheat Commissioners* (*The Times*, 9th May), in which the plaintiffs obtained a declaration of non-liability for quota payments for wheat offals where such payments had not yet been made, and judgment for £1,912 5s. 2d., which they had been obliged to pay in respect of consignments of wheat offals before they could obtain possession of the goods. The Wheat Act, 1932, s. 3, provided for the making of quota payments by the importers of flour, but under a proviso to that section a

miller is excluded from liability if his output is proved to the satisfaction of the Wheat Commission to consist only of meal for consumption, without further manufacture as animal or poultry food. The defendants raised the plea of the Public Authorities Protection Act, 1893, with regard to some of the earlier consignments and Mr. Justice ROCHE held that to be a valid plea, as the Wheat Commission was a public authority, performing duties and exercising powers granted by a public statute. The Commission also desired to have the question of liability settled by arbitration under by-law No. 20 of the Wheat By-laws, 1932, made in pursuance of s. 5 (1) and s. 5 (2) of the Wheat Act, 1932. Mr. Justice ROCHE held that the Act gave no authority to make such a by-law, obstructing all reference to the courts. With regard to the general question of the liability to make quota payments in respect of the parcels involved, his lordship said that there was a large interest involved, as the trade in "middlings" (the trade term for wheat offals) was very substantial and possibly future transactions depended on the decision in this case. His lordship found, on the facts, that all the parcels concerned were separated in the milling of wheat for flour as the primary product, and that those parcels were separated in the milling as wheat offals and residual products. The natural construction of the statute was that if the substances were in fact offals or residuals, as his lordship was satisfied they were, and were intended for animal and poultry food, they were exempt from the quota payment. His lordship therefore gave judgment for the plaintiffs, as stated above, with costs, less 100 guineas.

Accidents due to Defective Brakes.

A WRITER in the Journal of the Institute of Consulting Motor Engineers (April, p. 69) quotes some interesting figures to show that defective brakes, steering and lighting are a far more prolific cause of motor accidents than people yet believe. We have, he says, no statistics in this country, except that the Home Office returns for 1933 show nearly 15,000 convictions in one year for faulty brakes and 26,000 for offences in connection with lighting. The connection of these offences with accidents is not shown, but the Toronto Police Department have, says the author, had some very striking results. In 1928 they found that 81 per cent. of 8,000 motor vehicles tested by them had defective brakes. In 1930 the percentage of vehicles with defective brakes was only 10·5 per cent. out of 115,000 vehicles. Between those two years the number of accidents was reduced by 50 per cent. It is easy to see how bad brakes and steering may be the primary cause of accidents, but the writer is confident that in innumerable other cases they contribute to a driver's error of judgment. The way to reduce accidents is therefore, he says, to have all private cars inspected periodically, just as motor coaches and lorries are inspected already. The inspection need not be compulsory if motorists were to appreciate its importance, and to have it carried out on their own initiative. The author would be the last to deny that, as one whose profession would benefit from such a movement, he makes his suggestion somewhat *ex parte*, but it seems none the less worthy of serious thought.

Can an Infant appoint a Trustee?

A CONVEYANCER on being instructed to draw an appointment of a new trustee of a will or settlement, the appointor being a minor, might turn to his books, confident that in five minutes he could lay his hand on clear authority that such a deed would be a mere nullity. In fact, one such who made the experiment, after a search which occupied a very considerably longer time, had to confess himself baffled, though he remained of opinion that a deed of this kind would be, at best, highly empirical. An infant cannot of course be a trustee (L.P.A., 1925, s. 20), but he or she can exercise a collateral power over personal property not his or her own, as decided in *Re D'Angibau* (1879), 15 C.D. 228, a case which may possibly be deemed the high-water mark of an infant's capacity. The paradox that an infant cannot dispose of his own property, but may do so of other people's, is dealt with by JESSEL, M.R., at p. 233. In *Re Armit* (1871), 5 I.R. (Eq.) 352, it was held that not even by a settlement made under the Infant's Settlement Act, 1855, could an infant make a valid appointment of his or her own property. This case was not quoted in *Re D'Angibau*, but does not appear to be inconsistent with it. *Re D'Angibau* was discussed in *Re Wernher* [1918] 1 Ch. 339 (see p. 362), and in *Re Sutton* [1921] 1 Ch. 257, where it was held that an infant could consent to the exercise of a power by trustees, such exercise being for her own benefit. So far as the Trustee Act, 1925, is concerned, there is nothing to exclude a minor from being a "person" within s. 36 (1) (*a*) who may be nominated for the purpose of appointing new trustees. In one case, however, namely appointment for the purposes of the S.L.A., 1925, under s. 30 (1) (*v*) thereof, it may be regarded as fairly clear that an infant cannot participate in making the appointment, on the ground that he or she cannot "dispose of" his or her interest in the land in question, even in equity: see *Allen* v. *Allen* (1842), 2 Dr. & W. 307, at p. 339. In any case a judge would be reluctant to decide that an infant could appoint a new trustee, for the further point would arise as to the age when he could do so. Possibly the decision would be that, save for certain exceptions to be found in the books, the law had fixed the age of discretion for this kind of act at twenty-one.

Cohabitation and Public Policy.

A PRELIMINARY point decided in *Mather* v. *Rhodes* (reported in *The Times*, 11th May) is of some interest on the question whether a condition in a contract tending to keep husband and wife apart makes the contract void as against public policy. The defendant, a man, had covenanted to pay the plaintiff, a married woman, a certain weekly sum upon certain conditions, one being that the allowance would be immediately cancelled "if at any time the said Emily Mather should cohabit or live with any man, including her own husband." On being sued under the covenant the defendant took the preliminary point, which, of course, was legally open to him, whatever its moral merits, that the last four words rendered the whole agreement void, as calculated to keep husband and wife apart. Cases were quoted on both sides, but MACKINNON, J., did not deal with them. He held that, on the face of it, the provision was not necessarily void, though on the evidence as to the circumstances it might prove to be so. He ruled, therefore, that the case must go to trial on its merits. The case is distinguishable from *Grace* v. *Webb* (1848), Ch. 13, 18 L.J., which was cited in argument, and in which it was held that a covenant to pay a spinster £40 a year, reducible to £20 on marriage was good, in that at the date of the agreement the plaintiff was a married woman, and so subject to the *primâ facie* duty of living with her husband. *Grace* v. *Webb* was considered and followed in *Re Hewett* [1918] 1 Ch. 458, where the wide liberty given by law to provide for a spinster or widow until but not beyond marriage was discussed. In *Wilkinson* v. *Wilkinson* (1871), Eq. 604, L.R. 12, also cited, a condition in a will that a married woman should live in a place where her husband could not reside on account of his business was held void. In the present case, it did not appear whether a separation deed had been executed. If there had been, MACKINNON, J., suggested that the provision "would merely be an undertaking to do what she was already bound to do." It may, however, be observed that separated couples are not bound to continue separate—the law's policy, indeed, might be to place no hindrance on resumption of cohabitation. This would apply *a fortiori* if one party had deserted the other and wished for reconciliation. It is, however, possible to make lawful provision by will for a deserted wife until cohabitation is resumed (see *Re Lovell* [1920] 1 Ch. 122, following *Re Charleton* (1911), 55 SOL. J. 330).

The County Courts (Amendment) Act.

THE County Courts (Amendment) Act, which received the Royal Assent at the end of last session, amends the law relating to county courts in many respects. Its main provisions were discussed in our issue of 10th March last (78 Sol. J. 164), but some other matters of general importance remain to be noticed.

Section 2 (1) removes a curious deficiency in the law. Where a county court judge, having appointed a deputy, died, the deputy was authorised by s. 21 of the County Courts Act, 1888, to continue to sit until a new judge was appointed, but apparently upon the appointment of a new judge the deputy became *functus officio*. If at the time of the appointment of the new judge the deputy had heard part of a case, and adjourned it, or had reserved a judgment, he could not conclude the hearing or deliver the judgment, being *functus officio*, and the new judge, not having heard the case, could not do so either, so that a new trial was necessary. Section 2 (1) of the new Act will enable the deputy to continue the hearing of an adjourned case, or to deliver a reserved judgment, notwithstanding the expiration of his period of office, or the appointment of a successor to the judge.

Section 5 (1) provides that in s. 56 of the principal Act the words "actions founded on contract or on tort" are to be substituted for "any personal action." Sub-section (3) preserves the jurisdiction to hear actions for any penalty, expenses, contribution or like demand recoverable by virtue of any enactment for the time being in force, unless the contrary is expressly provided, or the amount in question exceeds £100. It is a little difficult to understand the object of the change in wording, which, without securing any apparent advantage, opens the door to doubts as to whether the phrase "actions founded on contract or on tort" is co-extensive with "any personal action." There are some actions which it might be difficult in this context to fit into either category.

Section 5 (2) provides that in s. 57 of the principal Act an "admitted set-off" shall mean a set-off admitted by the plaintiff in the particulars of his claim or demand. Section 57 of the principal Act gives jurisdiction where the claim is reduced to £100 by an admitted set-off. In *Hubbard* v. *Goodley*, 25 Q.B.D. 156, it was held that in order to give jurisdiction the set-off must be admitted by both parties, and not merely by the plaintiff. The new Act removes this restriction, so that the admission of a set-off by the plaintiff alone may reduce the claim so as to give jurisdiction.

Section 7 deals with the equity jurisdiction of the county court. Sub-section (1) substitutes for para. 1 of s. 67 of the principal Act the words "For the administration of the estate of a deceased person where the estate does not exceed in amount or value the sum of £500." Under the original paragraph, an application for administration could be made only by a creditor, legatee, devisee, heir-at-law, or next-of-kin, or, as it was held, by the assignees of one of these persons. This limitation is now removed.

Sub-section (2), by reference to the 2nd Sched., specifies a number of applications and matters, in which the county court is to have jurisdiction. This is done without prejudice to the generality of the provisions of s. 67 of the principal Act, and many of the instances fall within that section. The value of the new provision is that it removes all doubt about the cases specified, and relieves the applicant from the risk of having to decide whether his application falls within the general provisions of s. 67. Numerous matters are specified—under the Law of Property Act, 1922 (copyholds); the Law of Property Act, 1925; the Trustee Act; the Land Charges Act, 1925; and the Administration of Estates Act, 1925, subject in most cases the limit of £500 in capital value, £30 in rateable value.

Under sub-s. (3) the parties may agree that the county court shall have jurisdiction in any case where it would, but for the limitation as regards amount, have had jurisdiction under s. 67 of the principal Act (jurisdiction in equity), or s. 113 (3) of the Settled Land Act, 1925 (powers of the court under the Settled Land Act), or under the 2nd Sched. to the present Act (jurisdiction in equity—see above). Under s. 64 of the principal Act, jurisdiction might be conferred by agreement in actions assigned to the King's Bench Division, but there was no corresponding provision as to Chancery matters, unless this could be spelt out of s. 114, under which an action commenced without jurisdiction was to be struck out, unless the parties consented to the court having jurisdiction. The new provision may be very useful in cases concerning small estates, of just over £500.

Section 26 provides that, notwithstanding anything in s. 105 of the principal Act, when a judgment is given or an order made by the county court under which a sum of money of any amount is payable, whether by way of satisfaction of the claim or counter-claim in the proceedings, or by way of costs or otherwise, the court may, as it thinks fit, order the money to be paid either in one sum, whether forthwith or within such period as the court may fix, or by instalments, payable at such times as the court may fix.

The present position is that, except by consent, payment by instalments may only be ordered where the sum payable does not exceed £20, exclusive of costs. The new section leaves the matter entirely at large, in the discretion of the judge.

In addition to the sections dealt with above, and in the previous article, there are others, of a specialised nature, notably those upon Admiralty proceedings. It is to be noted that whereas many of the provisions of the former County Court Acts deal with all inferior courts, those of the new Act are for the most part limited to county courts, and leave the present law largely intact in so far as it relates to other inferior courts.

False Trade Description

"OTHERWISE ACTING INNOCENTLY."

A CASE relating to "amber" beads which was dismissed some time ago by a London stipendiary magistrate was interesting, inasmuch as it served to direct attention to the nice distinctions which can be drawn between sub-ss. (1) and (2) of s. 2 of the Merchandise Marks Act, 1887. That section consists of two parts corresponding to the two sub-sections. The first deals with forging or falsely applying trade descriptions; the second to selling or having in possession for purposes of sale or manufacture any goods to which a false trade description has been applied. The two sub-sections are worth setting out so that they may be contrasted with each other. An offence is committed under the first by every person who—

(*a*) forges any trade mark; or

(*b*) falsely applies to goods any trade mark or any mark so nearly resembling a trade mark as to be calculated to deceive; or

(*c*) makes any die, block, machine, or other instrument for the purpose of forging, or of being used for forging, a trade mark; or

(*d*) applies any false trade description to goods; or

(*e*) disposes of or has in his possession any die, block, machine, or other instrument for the purpose of forging a trade mark; or

(*f*) causes any of the things above in this section mentioned to be done;

unless he proves that he acted without intent to defraud. An offence is committed under the second by every person—

"who sells or exposes for, or has in his possession for sale, or any purpose of trade or manufacture, any goods or

things to which any forged trade mark or false trade description is applied, or to which any trade mark or mark so nearly resembling a trade mark as to be calculated to deceive is falsely applied, as the case may be";

unless he proves—

(*a*) that having taken all reasonable precautions against committing an offence against this Act, he had at the time of the commission of the alleged offence no reason to suspect the genuineness of the trade mark, mark, or trade description; and

(*b*) that on demand made by or on behalf of the prosecutor he gave all the information in his power with respect to the persons from whom he obtained such goods or things; or

(*c*) that otherwise he had acted innocently.

The first sub-section is intended to hit the actual forger or "applier"; the second to penalise the careless person who helps to find a market for the products of the forger or "applier." The word "innocently" in cl. (*c*) has a special meaning or series of meanings not easy to define. It has been dealt with in several cases—the first being *Christie* v. *Cooper* [1900] 2 Q.B. 522, in which the appellants, being auctioneers, had advertised for sale certain "Dresden" china which they were subsequently warned was not genuine. Thereupon they informed bidders at the sale that the genuineness was doubtful and that the china would be sold not as "Dresden" but "for what it is." The court held that the magistrate was not precluded from finding that the appellants had acted innocently. This decision was commented upon in *Allard* v. *Selfridge & Co.* (1924), 88 J.P. 205, a case in which the respondents were charged with selling as "silk" stockings which were in fact made of artificial silk. The metropolitan magistrate dismissed the summons on the ground that although all reasonable precautions had *not* been taken, the defendants' buyer had acted in perfect good faith; and that there being no *mens rea* in the sense of intent to cheat or defraud, the defendants had "otherwise acted innocently." The Divisional Court, however (Lord Hewart, C.J., Shearman and Salter, JJ.), reversed this and sent the case back for conviction. Lord Hewart, C.J., in the course of his judgment said: "The learned magistrate seems to have been of the opinion that under this section a defendant can establish innocence by proving a portion of what is contained in (*a*), and that if he proves a portion of what is contained in (*a*) he comes under (*c*). Secondly, the learned magistrate has clearly taken the view that *mens rea* for the purposes of this statute means intent to cheat or intent to defraud. I think that is an erroneous view, and the true view of the meaning of the words 'otherwise acted innocently' is that which was expressed in the case already mentioned: 'Innocence contemplated by the Act is innocence of any intention to infringe the Act of Parliament'": per Channell, J., in *Christie* v. *Cooper*.

In *Stone* v. *Burn* [1911] 1 K.B. 927, the appellant, who bottled beer, had become possessed of certain bottles belonging to the F Brewery Company and embossed with that company's name. These he filled with Bass & Co.'s beer, and having placed Bass's labels on them, sold them as Bass's beer. The magistrates convicted him under s. 2; and upon case stated the Divisional Court (Lord Alverstone, C.J., Pickford and Coleridge, JJ.) upheld their decision. Coleridge, J., put the matter succinctly thus: "The appellant having a bottle stamped with the name of the F Company placed in it beer that was not of that company's manufacture. That was *primâ facie* an offence. The only defence could be that he was acting innocently. But, as was said by Channell, J., in *Christie's Case*, the innocence contemplated by the Act is innocence of any intention to infringe the Act of Parliament. Such innocence can only exist where the infraction was due to inadvertence or mistake of fact. Here the appellant knew all the facts—his only mistake was as to the effect of the statute."

In the "amber" case the learned magistrate, in dismissing the summons, remarked that *Stone* v. *Burn* had no application, because that was a case under s. 2 (2), whereas the present proceedings were taken under 2 (1). That being so, he was of opinion that the provision applied in this case in its express terms, and that the defendants had discharged the onus placed upon them by sub-s. (1) (*f*). Had these proceedings been taken, as they might have been, under sub-s. (2), a conviction would probably have resulted, as the decision showed that the word "innocently" in that sub-section does not mean what at first sight it would seem to mean. These common cheap beads should not be sold as amber, and if they continued to be so sold he imagined that the prosecutors would resort to proceedings under sub-s. (2).

Company Law and Practice.

The Contract to take Shares.

LAST week, in discussing s. 25 of the Act, we examined the broad principles which determine a person's membership of a company. The subject-matter of my article this week is perhaps more of a corollary to that discussion than a continuation of it, as it deals purely with the very detailed question of what constitutes a sufficient binding contract to take shares. I have therefore thought it right to bring it under a separate heading, and not to include it as part of the general principles of membership.

We ended last week with certain generalisations upon the subject of contract, particularly with regard to the principles of offer and acceptance, and we considered the words of Lord Lindley in *Henthorn* v. *Fraser* [1892] 2 Ch., at p. 33. So far as the offer and acceptance of a contract to take shares in a company is concerned, the leading case is *Household Fire Insurance Co.* v. *Grant*, 4 Ex. D. 216. The facts are short. Grant applied for shares in the company. The company duly received the letter of application and posted the letter of allotment to Grant. He never received the allotment letter, and the company afterwards went into liquidation. The liquidator sued Grant for the balance due from him in respect of his shares, which he declined to pay on the ground that he was not a shareholder. The Court of Appeal, by a majority, held that he was a member of the company, as he had, by using the post as a means of communicating his offer, impliedly indicated its acceptance by post, and that therefore the contract was completed when the letter of allotment was posted by the company. Bramwell, B., in that case dissented and preferred to follow *British & American Telegraph Co.* v. *Colson*, L.R. 6 Ex. 108, which decision *Grant's Case* overruled. That decision rested upon the proposition, which is not now law, that if the letter of acceptance never reaches the offeror, owing to the failure of the post office or some other extraneous reason, the contract is not completed. *Henthorn* v. *Fraser* is clear authority to the effect that the acceptance is communicated in a case such as the contract to take shares, when the allotment letter is posted.

We must next consider the principles which apply to the revocation of the contract, for they are not the same as those which govern its acceptance. The rule to bear in mind here is that the law looks upon the offer as a continuing offer, and does not consider that its withdrawal is within the contemplation of the parties: see *Henthorn* v. *Fraser*. So if a letter of revocation of an offer is posted, and before that letter is received by the offeree, he has already posted a letter accepting the offer, there will be a binding contract, notwithstanding the fact that the offeror tried to revoke his offer before he actually knew that it had been accepted. The rule is laid down clearly in "Anson on Contracts": "An offer may be revoked at any time before acceptance. An offer is made irrevocable by acceptance." In *Re London & Northern Bank* [1900] 1 Ch. 220, the facts were rather curious. J applied for shares in a company, and the letter of allotment was delivered to a postman in a London street to be posted by

him. Before the letter was actually posted, a letter withdrawing J's application was delivered at the company's registered office, and was opened by the secretary. It was proved that under the rules of the post office town postmen are forbidden to take charge of letters for the post. J moved for rectification of the register by removing his name from the list of shareholders, and Cozens-Hardy, J., held that as the withdrawal of the application was received by the company before the letter of allotment was posted by being actually put in the post-box, there was no contract by J to take the shares. The question in the case was really one of fact pure and simple, as the principles of law stated above appear to have been accepted, but the facts of the case make a good illustration of the law. The case is furthermore an authority for the proposition that if the letter of withdrawal is actually received, the onus is on the company to prove that the letter of allotment was posted before the withdrawal was received.

The basis of all contracts is agreement, and the parties must be *ad idem*, so if there is a mistake as to the parties or to the subject-matter of the contract, the contract will be void.

In *Baillies' Case* Baillie joined a society (which had unlimited liability) which had recently been formed with a somewhat similar name to an old-established society which he was in fact desirous of joining. The society was subsequently wound-up, and Baillie was held entitled to have his name removed from the list of members on the ground that there was never any contract between him and the society. It did not matter that there had subsequently been misrepresentations by the society's officers to Baillie, because the contract was void *ab initio*.

We must next examine the position where a person attaches a condition to his application for shares. The rule is that, if an application is made upon a condition precedent which is not complied with, there is no contract; the offer including the condition, and the condition being part of the contract into which the offeror is willing to enter. And so, if the applicant attaches a condition to his application, and the company makes an unconditional allotment, there is again no contract. In *Wood's Case*, 15 Eq. 276, Wood signed an application for shares in a company upon condition that he should be appointed secretary, and his acceptance of the office was to be subject to further inquiries which he had caused to be made respecting the position of the Company. The shares were allotted upon the following day, but Wood, as a result of the information which he received, declined the appointment of secretary, and required that the allotment should be cancelled. The company was wound-up and Wood's name was placed on the list of contributories. It was held that his application for shares was conditional, and that the condition, not having been fulfilled, his name must be removed from the register. Similar circumstances prevailed in *Roger's Case*, 3 Ch. 633, where Rogers applied for shares on the condition that he should be appointed a local manager of the company. He was allotted the shares but did not get the appointment, and he was held entitled to repudiate the allotment. But in order that the allottee may escape he has to produce evidence to show that his application was quite definitely conditional: see the whole case of *The Universal Banking Co.*, 3 Ch. 633, where the position is clearly illustrated by *Roger's Case, supra*, and by *Harrison's Case*. In the latter case, the applicant's evidence fell short of that in *Roger's Case*, and he was held liable as a contributory. If a condition precedent is attached to the application, the shares may be allotted and accepted, and the condition waived; in such a case the allottee will be bound.

The position is somewhat different if the condition attached to the application is not precedent, but collateral or subsequent. The cases seem to show that where there is proved to be an agreement by the applicant to become a shareholder *in præsenti*, and the contract is duly executed by allotment and registration, the fact that some agreement collateral to the main agreement to take shares has not been fulfilled will not affect the applicant's position as a shareholder. But if for want of mutuality or other mistake the applicant has become registered without his consent, and a winding-up order is made, the creditors cannot be in a better position than the company was in so far as the applicant is concerned. "What is a defence by the applicant against the company is a defence against the creditors, because the alleged contributory is not a member, and cannot be made so except upon the terms of the contract, if any, by which he agreed to become one: see per Lord Selborne, L.C., in *Black & Co.'s Case*, 8 Ch., at p. 259. Want of mutuality, or lack of *consensus ad idem*, between the parties will always avoid the contract.

There is a group of cases which deal with the position which has from time to time arisen in the case of an amalgamation between two companies. If company A proposes to amalgamate with company B, and a shareholder in company A applies for shares in the purchasing company B, and the amalgamation for some reason breaks down, the question arises as to whether the application for the shares was accompanied by a condition precedent that the amalgamation would in fact take place. The cases show that if the shareholder does not make a personal application to the purchasing company B, but only acts through company A, and contents himself solely with consenting to the amalgamation, he is not bound to take the shares if the amalgamation falls through: see *Dougan's Case*, 8 Ch. 540. But it has been held on the other hand that if he makes a personal application to the purchasing company, and gets his name registered as a shareholder, he will be bound in any event: see *Hares's Case*, 4 Ch. 503.

A Conveyancer's Diary.

"Poverty" and Charitable Bequests.

In its list of charitable objects the Statute of Elizabeth gives first "relief of aged, impotent, and poor people." The question what constitutes poverty within the meaning of the statute, and in particular whether only the wholly destitute are capable of benefiting as objects of charity, has been raised in a number of cases, one of them comparatively recent.

Allusion should be made to the clearly established doctrine of the Court of Chancery that it was wrong to devote funds applicable to charity for the benefit of poor persons in relief of the rates, because in that event the benefit accrued not to the poor, but to the ratepayers: see *Attorney-General* v. *Wilkinson* (1839), 1 Beav. 370. That practice led Channell, J., in *Trustees of Mary Clark Home* v. *Anderson* [1904] 2 K.B. 645, to the conclusion "that the expression 'poor person' in a trust for the benefit of poor persons does not mean the very poorest, the absolutely destitute; the word 'poor' is more or less relative."

In the case last mentioned it was held that a home for ladies in reduced circumstances was exempt from landlord's property tax as an "almshouse" within the meaning of s. 61, r. 6, of the Income Tax Act, 1842, and from inhabited house duty as a "house provided for the reception or relief of poor persons" within the House Tax Act, 1808, Sched. B, Case IV. "I do not know," said Channell, J., in the course of a judgment which has frequently been quoted or referred to in subsequent cases where our question has been considered, "any standard of poverty, nor can I lay down any rule; the only thing to guide me is this: these ladies go to the institution for the sole reason that they are poor, and the institution is absolutely charitable; it may fairly be called an 'almshouse,' though one would not care to hurt the feelings of the residents by so calling it in common parlance. There are not so many definitions of 'almshouse' as there are of 'hospital'; but, applying one's own knowledge to its interpretation, I do not think that the almshouses which exist in considerable numbers

in almost all old towns in this country are as a rule confined to absolutely destitute persons. It is sufficient that the people who become inmates go there as a matter of charity, and these ladies go to this institution as a matter of charity. The foundress recognised that there were many ladies who, by reason of their having been brought up with certain comforts, would feel more seriously than those who had not had that advantage the deprivation of those comforts, and she was desirous of helping them. Whether everybody would call such persons 'poor' I cannot say, but I do say that the chief title of these ladies to be admitted is that in the estimation of the foundress and of the trustees they are objects of charitable assistance; and, therefore, I think that they may be considered to be poor, unless the rules of the institution show that they cannot possibly be so treated; the trustees are the judges as to whether they are poor, subject only to their decision being reviewed if they go outside anything which can possibly be considered to be poverty." The inmates of the institution in question were required to be of the age of fifty years or upwards and to be possessed of or in enjoyment of an income of not less than £25 or more than £55 per annum. These limits were not such that—in his lordship's words—"it can be said to be altogether unreasonable to consider the inmate a poor person." Thus the test of poverty is relative; the circumstances of a person's upbringing, of his means considered in relation to the needs thus created, are relevant factors. But the test is relevant within limits. The case was not one "of a millionaire saying that in his judgment everyone who had not got £1,000 a year must be considered poor." The standard of poverty is absolute in the sense that once a certain figure is reached a case for poverty cannot be made out. What that figure is in each instance must be determined in the light of relevant circumstances. In that sense it cannot be said that there is "any standard of poverty."

In *Re Gardom* [1914] 1 Ch. 662, Eve, J., said that he was fortified in his conclusion by the foregoing observations of Channell, J., relative to the absence of any standard of poverty and to the facts that the ladies went to the institution because they were poor. In the will in question there was a gift of residue to the plaintiffs upon trust to sell and convert such portions thereof as should be necessary or desirable in their discretion "upon trust for the maintenance of a temporary house of residence for ladies of limited means." If such home should in the trustees' discretion at any time become unnecessary, the testatrix authorised the distribution of the fund so set apart in yearly payments not exceeding £20 to such ladies (not being Roman Catholics) as they should consider worthy of assistance. The trustees were directed to "expend all or any part of the residue of my estate as they know to be most in agreement with my desires." Eve, J., whose decision on another point not relevant to our inquiry was reversed by the Court of Appeal, held that here was a good charitable bequest "of so much of the estate as may be necessary, and of such further portion as in the discretion of the trustees may be desirable, for the maintenance of the house or home." "It is true," said the learned judge, "that ladies of limited means are not destitute, and that the expression 'limited means' may vary in its signification according to the standard by which the means are measured, but these arguments provoke the rejoinder that there are degrees of poverty less acute than abject poverty or destitution, but poverty nevertheless, and further that in this case the limitation of means contemplated is presumably a limitation such as will necessitate some contribution from the bounty of the testatrix before the recipient would be able to defray the expenses of a temporary sojourn in the house. In other words the objects to be benefited by the bequest are ladies too poor to provide themselves with a temporary home without outside assistance." His lordship thought, therefore, that there was a good charitable trust and that the above-quoted words of Channell, J., applied "exactly to the section of the public and to the institution which the testatrix here intended to benefit and to subsidise."

In *Re Clarke* [1923] 2 Ch. 407, the testator directed his residuary estate to be divided among four sets of objects in such shares and proportions as his executors should think fit. The fourth was invalid, the second and third to named charities, and the first is the gift with which we are concerned. It was held that the residue was divisible into equal fourth parts, the gift of the last failing for reasons which need not detain us. The first was to "such institution society or nursing home or similar institutions as assist or provide for persons of moderate means, such as clerks, governesses and others who may not be able or eligible to benefit under the National Health Insurance Act, Old Age Pensions or other Act of a like character, to have either surgical operations performed together with medical treatment or medical treatment alone on payment of some moderate contribution." It was contended that the gift was not charitable, both because it was for the benefit of persons of moderate means and because the beneficiaries themselves were required to make some moderate contribution. Romer, J., referred to the words of Channell and Eve, JJ., in the above cited cases which applied "exactly to the section of the public and to the institution which the testator intended to benefit and subsidise." "The 'moderate means' to which he refers," continued the learned judge, "are presumably means so moderate as to necessitate some contribution from the bounty of the testator before the recipient would be able to procure the surgical operation or medical treatment of which the recipient might stand in need." *Re Estlin*, 89 L.T. 88, where Kekewich, J., held that a bequest for the purpose of establishing a home of rest for lady teachers was none the less charitable because each lady was required to contribute 10s. a week for board and lodging, was cited to dispose of the second objection, and the gift was held to be charitable.

One of the most recent cases is that of *Re de Carteret*, [1933] 1 Ch. 103; 76 Sol. J. 474. The gift was one of £7,000 to trustees upon trust to invest and use the income "in providing annual allowances of £40 each to widows or spinsters in England whose income otherwise shall not be less than £80 or more than £120 per annum." The testator provided, moreover, that the selection of the beneficiaries should be in the discretion of the trustees, "but preference shall be given to widows with young children dependent on them, and in all cases the allowances shall be renewable each year at the discretion of the trustees, with due regard to any altered circumstances of the beneficiaries." In the course of his judgment, Maugham, J., cited *Re Gardom* and the words of Romer, J., in *Re Clarke*, in support of the proposition that "poor" people are not necessarily destitute. Moreover, where the ambit of the preamble of the Statute of Elizabeth was in question, and particularly where that question related to the limits to be placed on charities for the relief of poverty, the learned judge thought he might safely regard those cases as establishing the correctness of holding "that where a gift was merely to trustees for relieving persons of limited means (in the present case between £80 and £120 a year) whose circumstances made it very desirable that some contribution from the bounty of the testator should be made towards their performing their duties as citizens, such an object was a good charitable object, and might properly be supported by the court without any departure from the principles on which it was accustomed to act." The learned judge observed that if the gift had been for widows and spinsters merely, he would have hesitated to hold it charitable, but in confining it, as he did, to widows with young children dependent on them, he thought that was within the decisions to which he had referred.

It would appear from the foregoing authorities that no absolute standard of poverty can be posited. This much, however, can be said. A very small income will not disqualify the recipient from relief under a charitable bequest, while

substantial means will certainly do so although, from some points of view, the person enjoying the same might reasonably be described as "poor."

Landlord and Tenant Notebook.

"Rabbit" Goodwill.

It was to be expected that L.T.A., 1927, would give rise to a number of decisions on the question of goodwill. The first important authority was *Hudd* v. *Matthews* [1930] 2 K.B. 197, explaining that the general principle of compensation was gain to the landlord, not loss to the tenant. Recently, we had *Simpson* v. *Charrington & Co. Ltd.* [1934] 1 K.B. 64, C.A., laying down that special efforts on the part of the tenant are not a condition of compensation. And this decision has been quickly followed by *Whiteman Smith Motor Co. Ltd.* v. *Chaplin* (1934), 150 L.T. 354, in which one of the *dicta* spoken in *Simpson* v. *Charrington* has been reconsidered and qualified by its speaker. Also, the method of assessment has been examined in the light of the new qualification, which takes cognizance of a kind of goodwill which can give rise to no claim, though it benefits but is not created by the landlord; it is this goodwill which has been christened with the title of my article. Hence, though I have discussed the subject in this "Notebook" a good deal lately (77 SOL. J. 812, 878; 78 SOL. J. 116) I feel further treatment is now called for.

The claim in the new case concerned a garage taken in 1919 at a rental of £450 a year, the tenants paying a premium of £225 and agreeing to effect certain minor alterations. The valuers of both parties said this corresponded to a rent of £500; and they considered the rental value to be now, at most, £550. They also agreed that there was an increase in rentals in the neighbourhood. The tenants gave evidence of their profits, and the referee assessed these at £750 a year. He then took one-third of this amount as adherent goodwill ("cat" goodwill) and proceeded to value it on the basis of two and a half years' purchase: £600 odd. Next, he set about examining how much of this £600 odd increase was ascribable to causes other than the tenants' trading. To do this he compared the £500 at the old rent with the £550 new value, capitalised the difference at 14½ years' purchase: £700 odd, and, this being more than the £600 odd, found there was no goodwill to be compensated. Against this decision the tenants now appealed to a Divisional Court constituted by Scrutton and Maugham, L.JJ., sitting as additional judges of the King's Bench Division.

Scrutton, L.J., commenced by accepting the rule laid down in *Hudd* v. *Matthews*. He then pointed out that s. 4 specified three requirements if goodwill is to be the subject of compensation; the goodwill must be attached to the premises, it must be the result of five years' or more trading by tenant or predecessors in title, and it must add to the letting value of the premises. The first requirement necessitated distinguishing between customers who would resort to the old shop and customers who would resort to the old trader. And the second meant that goodwill of value to the tenant due to changes in population and site value was not to be the subject of a claim—for it was not due to the tenant's trading. On this point part of the judgment in *Simpson* v. *Charrington and Co.* went too far—namely, where the learned lord justice likened the position to that of the tenant of a public-house selling the goodwill during his term, or claiming for it at the termination if his lease so provided. (In the "Notebook" of 16th December, 1933, 77 SOL. J. 878, and 17th February, 1934, 78 SOL. J. 116, I respectfully suggested that the analogy could not, in view of the express direction as to increase in value due to the situation, be carried to this length.) The third requirement, which governs the whole situation, is that the premises can in consequence of the added local goodwill be let at a higher rent than they could otherwise yield. It is convenient to start with this, so that the *modus operandi* should be: is there any goodwill; if so, does it add to the rental value; if so, how much is local goodwill; and of that, how much is due to extraneous circumstances—improved trading conditions, better transport facilities, increase in population, etc.; deduct this.

It follows that the referee was wrong in basing his findings on profits made, which are but remotely relevant to the question of local goodwill due to the trading.

Maugham, L.J., describes the position by reference to what he called "normal rental" and "goodwill rental." Normal rental is what a willing lessee would give and a willing lessor take, disregarding goodwill attached in consequence of the trading. It would include all other factors (site, improved trade, etc.) which account for the possibility of letting at a higher rent than otherwise. The "goodwill rental" is the normal rental plus what has been added by the trading. The fortuitous circumstances, such as site, give rise to inherent value; the attached goodwill is adherent. The objection to the classification of goodwill as either dog, cat or rat goodwill is that the cat is an animal which by a stroke on the back or a bowl of milk can be lured away from the old house; in other words, a tenant who moves to other premises may circularise old customers. Also, it is not an exhaustive division; for the value of many a business depends largely on customers who patronise it merely because they live near it. These are comparable neither to the dog, whose devotion is to the person, nor to the cat, who favours the house, nor to the rat, whose concern is solely with what person and house provide; their resorting to the shop is like a rabbit grazing near his burrow. (I may recall that I concluded my article on p. 116 of this volume with an illustration of this type of goodwill, mentioning that in London, at all events, the value of a shop selling such articles as tobacco or flowers might fluctuate considerably according to the disposition of omnibus stopping places. Of course, the construction of an underground railway and the erection of a station near an existing shop would enhance the value of the lease for the same reason; and the spectacle of passengers calling at such a shop on emerging or before descending certainly conjures up the vision of rabbits.)

I would add that Lord Justice Maugham's judgment contains a very valuable review of the objects and operation of this part of the Act, set out in a series of six propositions. I cannot discuss these here, but commend them to the attention of any practitioner who is puzzled by the apparent conflicts of the enactment.

And the judgments also make it clear that (as I suggested in the "Notebook" of 17th February, 1934, 78 SOL. J. 116) the old rental is not a factor. It may be that the rental value is actually less than what it was under the lease held; what matters is whether there is attached goodwill due to five years' trading making the rental value higher than it would be if there were no such attached goodwill due to five years' trading.

Our County Court Letter.

RIGHTS OF ACCESS TO FORESHORE.

THE difficulty of proving public rights over entailed land was recently illustrated at Pwllheli County Court in *Ellis* v. *Cobb and others*. The claim was for damages and an injunction with regard to the breaking down of gates and barbed wire on footpaths leading to Portbach Beach over Penrhyn Du. The defence was that the path was a public footpath, over which there was a right of access for bathing, boating and camping. The evidence was that (1) Penrhyn Du was originally the property of the Earl of Powys and the Marquis of Anglesey, and had been in strict settlement since 1814; (2) in 1859 it was sold to Lord Penrhyn (whose estates were also in strict

settlement), and the first owner in fee simple in possession was the plaintiff's father, who bought the property in 1908; (3) in that year any presumption of dedication had been rebutted by the erection of a fence across one path, while the other had been demised to various lessees from 1846 onwards. His Honour Judge Artemus Jones, K.C. (in a reserved judgment), observed that (*a*) neither the trustees of the above settlements, nor the life tenants, had had the power to dedicate the path to the public in perpetuity, or so as to bind their successors in title; (*b*) the defence had failed to prove a public right of way (in view of the stopping up in 1908) and also because a public right of way must have a public terminus, whereas the paths in question both terminated on the cliffs; (*c*) although the plaintiff's rights ceased at high-water mark, the foreshore between that line and low-water mark was vested in the Crown; and (*d*) it was a fallacy to assume that there was a common law right for the public to bathe in the sea, or to cross the foreshore for that purpose, either on foot or in bathing machines. Judgment was therefore given for the plaintiff for nominal damages, an injunction being withheld pending an undertaking by the defendants. It is to be noted that the above proceedings were begun in 1933, whereas the Rights of Way Act, 1932, did not come into force until the 1st January, 1934.

LIABILITY FOR ESCAPADE OF PET MONKEY.

The niceties of pleading, even under modern conditions, were illustrated in the recent case, at Bow County Court, of *Brooks* v. *de Rynck*, in which the claim was for £25 as damages for keeping a wild animal, or one which had a natural propensity for mischief. The plaintiffs were father and daughter (the latter being aged 3½ months) and their case was that the female plaintiff (while in her perambulator) was mauled about the face by the defendant's monkey, which had broken loose. The defendant denied that the animal had a propensity for mischief, or for frightening or molesting human beings, but the evidence of neighbours was that the monkey had been into two other gardens and attacked children. His Honour Judge Owen Thompson, K.C., held that the monkey was within the definition of a "wild animal," and was kept in captivity at the owner's risk. The case was therefore adjourned for medical evidence, which (on the plaintiffs' behalf) was to the effect that (1) a baby had a congenital instinct that a monkey was a strange animal (i.e., an enemy) which would not be felt towards a gollywog or dog, because of the person introducing them; (2) although the female plaintiff had no organic disease, the shock had left her shy and nervous. The medical evidence for the defendant (himself a doctor) was that a baby (aged three months) could not appreciate what it saw—to the extent that it would be frightened, or have a mental shock or suffer any lasting effect on the nerves. It was held that, although there was no permanent injury, the female plaintiff had suffered mentally, and judgment was given (*a*) in her favour for £20 as general damages; (*b*) in favour of her father for three guineas (the amount of the doctor's bill) as special damages, and costs.

The leading case on this subject is *May* v. *Burdett* (1846), 9 Q.B. 101, in which the claim was for damages in respect of injuries sustained by the plaintiff, on being bitten by the defendant's monkey. A verdict was found for the plaintiffs (with £50 damages) and Mr. Justice Wightman gave judgment accordingly. This was upheld by the Court of Queen's Bench (Lord Denman, C.J., Mr. Justice Patteson and Mr. Justice Coleridge) and it was laid down that "a person keeping a mischievous animal with knowledge of its propensities is bound to keep it secure at his peril, and, if it does mischief, negligence is presumed, without express averment . . . The negligence is in keeping such an animal after notice." A possible defence, however, is foreshadowed in the following passage: "It may be that, if the injury was solely occasioned by the wilfulness of the plaintiff after warning, that may be ground of defence by plea in confession and avoidance."

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

The Expense of Litigation.

Sir,—I have read with the greatest interest the reference in the issue of your Journal, dated the 19th May, to the expense of litigation, and in particular to the memorandum of the Parliamentary and Commercial Law Committee of the London Chamber of Commerce.

Any pronouncement made by this body is entitled without doubt to the greatest respect. That is not to say, however, that where statements of fact are made the basis of views adopted by it, those statements are to be accepted without question, for facts misapprehended lead the soundest of bodies to unsound conclusions.

I should like to draw attention to that part of the memorandum which deals with the county courts, and the following statements thereon:—

(1) *That the county court judges have already more than enough to do.*

Have the county court judges, either individually or through their council, put forward any such plea? I venture to think that so far is this from the case, that the judges have indicated their willingness to undertake more.

(2) *The expense of fighting a case in the county court involving from* £100 *to* £200 *is little, if any, less than in the High Court, taking into consideration the loss of time.*

It is difficult to see what practical justification there is for this statement. In common law cases the limit is now £100. If the claim is in excess of that it will usually be a remitted action. If the jurisdiction is increased the costs of remission will be avoided. In practice there is no reason why the cost of a county court action for £150 should exceed one for £100, provided it can be brought direct to the court by summons under the county court procedure. If it is alleged that the cost of an action of £100 in the county court is little if at all less expensive than an action for that sum brought and tried in the High Court, I say that this is very far from the truth. I should say that the costs in the High Court would be at least half again as much.

The factor of loss of time, so far at any rate as practice elsewhere than in London is concerned, is against the High Court. In the country, I should be very surprised to find that in the case of two actions begun simultaneously, one in the county court and the other in the High Court, that brought in the county court would not be concluded weeks, perhaps months, before the High Court action.

(3) *That many of the county courts are inconveniently situated for business men.*

This may be a view applicable to London, but there are, after all, quite important businesses outside London! To say that a county court at Bristol or Newcastle-on-Tyne is inconveniently situated for a business man of that district would be nonsense.

I do feel that there is a tendency to look for difficulties in this matter where there are none, and to magnify beyond all reason those which exist. I think the point of view of the provinces is sound and is entitled to much more careful consideration than it has received.

Chatham. F. Clifford Stigant
24th May.

THE KING'S BIRTHDAY.

By order of the Lord Chancellor, the Offices of the County Courts and the District Registries of the High Court will be closed on the 4th June, 1934, the day appointed to be kept as the King's Birthday, unless in any particular case the Lord Chancellor otherwise directs.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Incidence (as between Devisee and Residuary Legatee) of the Cost of Further Assurance of a Devised Estate.

Q. 2979. A testator by his will dated 1930 and proved in 1932 devised real estate described as "my farm known as —— Farm" to his trustees upon certain trusts. On this farm, purchased by the testator some years before his death, is a cottage which by inadvertence was not conveyed to him with the rest of —— Farm. The vendor is willing to execute a deed of confirmation of conveyance which has been prepared in draft and approved. The trustees contend that the costs of this deed should be borne by the residuary estate, but the executor is of opinion that the trustees, in whom the farm has been vested by assent, take the property as they find it, and must pay the costs out of their trust funds. The parcels of the assent were taken direct from the will and there was no schedule. Should the particular trust fund or the residuary estate bear these costs? Authorities would oblige.

A. We are of opinion that the costs must, as between the residuary estate and the trust estate, fall upon the latter. We base our opinion not upon the suggestion that a devisee must take as he finds the property, which may, however, be correct, but upon the principle that a devisee is merely entitled to his assent, and that if he requires any other or further mode of assurance he must pay for it. See Opinion of the Council of The Law Society of 10th July, 1902, para. 1076, at p. 286 of "Law Usage, etc.," 1923 edition, which reads as follows: "Members reported that on a taxation of executors' costs in an administration action the taxing master refused to allow the costs of the conveyances of the freeholds from the executors to the devisees. He stated that such devisees could only ask the executors for an assent to the devises in writing, the costs of which (one guinea each) he allowed out of the estate. He stated that if the devisees required any further assent or any other deed it must be at their own expense."

Whether s. 33 of the Wills Act, 1837, would support a Claim to Dower.

Q. 2980. A, by his will dated 29th June, 1901, gave and devised his real estate unto and to the use of his wife for life, and after her death unto and to the use of his son and daughter, B and C, to be equally divided between them share and share alike, and he appointed his said wife and B and C to be the executors and trustees of his will. A died on 20th September, 1913, and his will was proved by C. A's widow died some time before A, and B his son died intestate two months before A, leaving a widow and a daughter (a minor) him surviving. C, the executrix, who is also the co-owner of the real estate, has been collecting the rents and paying over half of same to B's widow for the benefit of the infant daughter. The infant daughter has now attained her majority, and it is desired to make over to her her share of the property. As B died intestate, but leaving a widow and child, is B's widow entitled to dower out of B's share of the property? The Dower Act says dower is only to exist in respect of lands of which a man dies possessed. B at the time of his death did not possess the property, but the Wills Act, 1837, says that the devise is to take effect as if the devisee had survived the testator.

A. We certainly think that the widow is entitled to her dower, although we have not been able to find any direct authority upon the point. See, however, *Eager* v. *Furnival* (1881), 17 Ch.D. 115, as to the parallel case of curtesy, and *Re Pearson* [1920] 1 Ch. 247, as to the claim of a trustee in bankruptcy.

Intestacy—Division of Residuary Estate as between Nieces and Great-nephews and Great-nieces the Children of Nieces who predeceased the Intestate.

Q. 2981. A died leaving as her next-of-kin two nieces and the children of nieces who had predeceased her. How should her estate, which consists of personalty, be divided? It is assumed that the nieces are entitled to share, and our difficulty is as to whether or not the children of the deceased's nieces are entitled to take the share to which their parent would have been entitled had they been living.

A. It is assumed that A died after 1925. Certainly the great-nephews and great-nieces will participate. See A. of E. Act, 1925, s. 46 (1) (v) ("First"), and as to the statutory trusts, s. 47 (3) and s. 47 (1) (i). Division will be into as many shares as there are surviving nieces and nieces who predeceased the intestate leaving children who survived her. The children of each such deceased niece will take in equal shares their parent's share.

Bankruptcy of Building Contractor.

Q. 2982. A, a builder, agrees with B to build him four houses for £300 each, i.e., £1,200. After erecting one house and commencing on the others A becomes bankrupt. At the date of the bankruptcy he has received £300 on account of his contract. B calls upon A's trustee to complete the contract. The trustee declines to do so, and B thereupon intimates that he will treat the contract as broken and complete the houses himself, and, if necessary, prove against A's estate for any extra cost he may be put to. B completes the remaining three houses himself, and on working out the cost finds that, including the £300 paid to A, the four houses have cost £1,100, i.e., B has effected a saving in carrying out A's obligations notwithstanding A's breach. A's trustee has called for a statement of the cost incurred by B in completing the houses, and suggests that if there is any saving he will expect B to pay the difference between the actual cost and the contract price of £1,200. B contends that A's trustee is not entitled to claim anything as A has committed a breach of contract, and has by his acts made it impossible for him to perform his part, and has thereby released B from the contract and its obligations. Is the trustee's contention sound, and is he entitled to require B to supply details of the cost of completing the houses?

A. The trustee's contention is not sound, and he cannot require B to supply details of the cost of completing the houses. B has not been working as the agent, partner or assignee of A, and is not accountable to A's trustee in bankruptcy. The breach of contract by A entitled B to treat the contract as repudiated, and the trustee is only entitled to know that B has no claim against the estate, and does not wish to prove in the bankruptcy. The trustee appears to be endeavouring to construe the contract as a wager (or contract of insurance) as to what it would cost to erect four houses of a certain type. This contention is untenable, as B rightly contended that he was released from the contract, on its being discharged by A's breach.

To-day and Yesterday.

LEGAL CALENDAR.

28 MAY.—Robert de Baldock, Edward II's Chancellor, was a political ecclesiastic whose eyes were on the court rather than the altar. In the end he perished by his ambition. When he had held the Great Seal for but three years Queen Isabella invaded the Kingdom to push her weak husband from the throne. His ministers were executed, save Baldock, who, protected by a churchman's privilege, was imprisoned in the house of the Bishop of Hereford. Soon, however, a mob was incited to break in and seize him. With violent ill-treatment he was taken to Newgate Gaol, where he died of his injuries on the 28th May, 1327.

29 MAY.—A finer figure in every way was Thomas Rotherham, Archbishop of York, who was Chancellor from 1474 to 1483, and who has been called, "the greatest equity lawyer of his age." He finally lost the Great Seal through his opposition to the Duke of Gloucester's designs on the throne, for, after pledging his loyalty to the succession of the little Duke of York, he found himself deprived of his office and thrown into prison. After Richard's coronation, he was released and lived long into the reign of Henry VII, dying of the plague at Cawood on the 29th May, 1500. He was buried in York Minster.

30 MAY.—Another mediæval Chancellor worthy of remembrance is Richard le Scrope, son of a Chief Justice of the King's Bench. He held the Great Seal under Richard II in 1379, and again in 1382, being, on the first occasion, raised to the peerage as Baron Scrope of Bolton. The end of his second chancellorship is amusing enough, for, on his refusal to seal certain lavish grants of the King, messenger after messenger was sent to demand the Great Seal, which he refused to yield up save into the royal hands. He lived to see Richard deposed, and died on the 30th May, 1403.

31 MAY.—Grose, J., occupied his place as a Justice of the King's Bench from 1787 to 1813. Opinion seems to have been considerably divided as to his character. One view appears in the lines:

"Qualis sit Grotius Judex uno accipe versu
Exclamat, dubitat, balbutit, stridet et errat."

On the other hand, this may have been a superficial criticism induced by his very foolish aspect, for "this supposed weak brother, though much ridiculed when he differed from his brethren, was voted by the profession to be right." He died on the 31st May, 1814, the year after his retirement.

1 JUNE.—Sir James Bacon died of old age, in his ninety-eighth year on the 1st June, 1895, nine years after resigning his Vice-Chancellorship.

2 JUNE.—Samuel Pepys and Sir W. Batten had a good deal of anxiety over a rogue called Field. On the 2nd June, 1663, we read: "The term ended yesterday, and it seems the Courts rose sooner for want of causes, than it is remembered to have done in the memory of man. Thence up and down about business in several places, as to speak with Mr. Phillips, but missed him, and so to Mr. Beacham, the goldsmith, he being one of the jury to-morrow in Sir. W. Batten's case against Field. I have been telling him our case and I believe he will do us good service there."

3 JUNE.—Apparently the conversation took effect, for next day we read: "At noon hearing that the trial is done, and Sir W. Batten come to the Sun behind the Exchange, I went thither, where he tells me that he had much ado to carry it on his side, but that at last he did, but the jury, by the Judge's favour, did give us but £10 damages and the charges of the suit; but it is well it went not against us, which would have been much worse."

THE WEEK'S PERSONALITY.

To hear as a boy about the creation of the first Vice-Chancellorship; to survive to be himself the last Vice-Chancellor; to see the Chancery Courts at Westminster erected and demolished; to sit as a judge, both in the old Hall of Lincoln's Inn and in the new Royal Courts of Justice; in short, to bridge that era in the history of equity stretching from Lord Eldon to Lord Halsbury, such was the extraordinary record of Vice-Chancellor Bacon. Becoming a judge at the age of seventy, he retained his office till he was eighty-eight, and survived his retirement for over eight years, finally dying of old age, in 1895, at his house in Kensington Gardens Terrace. For many years, his venerable figure had been well known in the neighbourhood of the north side of Hyde Park, where he took regular exercise. His death removed the most remarkable landmark of the defunct Court of Chancery. Long after his contemporaries, the other Vice-Chancellors, younger men than he, had died, he remained the only holder of the title among judges who were now all Justices of the High Court. As a "character" he was outstanding in the legal world and the clever caricatures with which he illustrated his notes often brought relaxation for the members of the Court of Appeal.

MATRIMONIAL TROUBLE.

The bill which was to put disputes between husband and wife into the hands of what Lord Merrivale described as "an amateur and nondescript tribunal" sitting in private and working by "a burlesque of judicial procedure" was fortunately withdrawn, though it contained a germ of good sense. Probably the most meritorious attempt to capture the benefits of informal discussion of matrimonial difficulties is found in France, where divorce suits begin with a "tentative de conciliation," the parties being summoned to attend before the judge in chambers, who tries to reconcile them. On failure of his well-meant efforts, the order drawn up begins quaintly enough: "Après avoir entendu en leurs explications les époux Dupont, et après leur avoir adressé des observations, propres à opérer un rapprochement . . ." Our neighbours are very particular in the matter of reasonable remonstrance, and in, say, a wife's divorce petition, after the recital of the husband's misdeeds, the next clause recites the "justes observations que sa femme lui addressait pour le ramener à une meilleure compréhension de ses devoirs conjugaux." But experience shows that these discussions, judicial or domestic, rarely lead anywhere.

TROUBLE WITH THE POLICE.

At the Marylebone Police Court, recently, a charge against a flowerseller, alleged to have obstructed the footway and assaulted a constable, was dismissed owing to evidence volunteered by several spectators, according to whose story all the assaulting was done by the constable in a fit of temper. The magistrate ordered an inquiry, the result of which is not known at the time of writing, and commended the witnesses for coming forward. The position of the voluntary witness in such circumstances has not in the past always been without risk, if he intervened on the spot. One of the oddest incidents of the kind occurred to the famous Serjeant Ballantine when one night in Piccadilly he remonstrated with a policeman who was handling a drunken woman very roughly. To his astonishment, the constable immediately laid hold of him, exclaiming: "I take you into custody for obstructing me in the execution of my duty." Just then Sir Alexander Cockburn, then Attorney-General, happened to come up and also protested at the conduct of the police, whereupon the constable said: "I arrest you too." "Arrest me?" cried the Attorney-General, "What for?" "Oh! for many things," was the reply; "You are well known to the police." Fortunately for the two eminent lawyers, their identity was established before they were actually dragged to the cells.

Reviews.

Holy Deadlock. By A. P. Herbert. 1934. London: Methuen & Co., Ltd. 7s. 6d. net.

Although Mr. Herbert's new book provides excellent propaganda for the divorce reformer, it is at the same time a most entertaining and readable novel for the general reader. The title was an inspiration, for it aptly describes the state in which we first meet and finally leave the unfortunate couple whose adventures in the divorce court form the subject-matter of this book.

When we sit down to read a novel by Mr. Herbert we know that we are going to be amused, and whatever our personal feelings may be on the subject of divorce reform, we are certainly amused at the way in which he tells his latest story. The young couple in question had been married seven years, and although they were still good friends, they realised that their marriage had been a mistake. Divorce appeared to be the obvious remedy, especially as they had since met their respective affinities. The shy husband did his best to provide the necessary evidence, and after various adventures the long battle against the laws and customs of England began in the divorce court. The wife's determination to tell the truth, even when under cross-examination, did not help matters, and in spite of the attentions of their solicitors they are in the end just as much married as they were before the case began.

The book serves as an interesting introduction to the procedure and formalities of the divorce court, and written as it is in the form of an entertaining novel, we feel sure that it will appeal to a wide circle of readers, whether they are in favour of divorce reform or not.

Books Received.

Roman Law in Modern Practice. By James Mackintosh, B.A., LL.D., K.C., Professor of Civil Law in the University of Edinburgh. 1934. Crown 8vo. pp. xii and 202. Edinburgh: W. Green & Son, Ltd. 6s. net.

Tolley's Handbook of Income Tax and Sur-tax, 1934-35. By Chas. H. Tolley, A.C.I.S., F.A.A., Accountant. London: Waterlow & Sons, Ltd. 1s. net.

Commercial Law Cases. By Albert Crew, of Gray's Inn and the Middle Temple, Barrister-at-Law, Recorder of Sandwich. 1934. Demy 8vo. pp. xxiv and (with Index) 250. London: Sir Isaac Pitman & Sons, Ltd. 6s. net.

Manual of Law for the Cinema Trade. By Gordon Alchin, B.C.L., M.A., of the Middle Temple, Barrister-at-Law. 1934. Royal 8vo. pp. xxv and (with Index) 508. London: Sir Isaac Pitman & Sons, Ltd. 30s. net.

Practical Hints on Draft Leases, with Appendix of Forms. By E. O. Walford, LL.D. (Lond.), Solicitor of the Supreme Court. 1934. Demy 8vo. pp. xii and (with Index) 78. London, Liverpool and Birmingham: The Solicitors' Law Stationery Society, Ltd. 6s. net.

The Bell Yard. No. XIII. May, 1934. Edited by J. G. Foster, M.A., and G. C. Godber. London: The Solicitors' Law Stationery Society, Ltd. 2s. net.

Railway and Canal Traffic Cases. Vol. XXI. 1934. By Eric F. M. Maxwell, of the Inner Temple and Northern Circuit, Barrister-at-Law. Royal 8vo. pp. xi and (with Index) 164. London: Sweet & Maxwell, Ltd. 30s. net.

The Form of the Balance Sheet. By George L. C. Touche, B.A., A.C.A. 1933. London: Gee & Co. (Publishers), Ltd. 9d. net.

The Tyranny of Gold. By Sir Maurice Jenks, Bt., LL.D., F.C.A. 1933. London: Gee & Co. (Publishers), Ltd. 6d. net.

Notes of Cases.

Court of Appeal.

Rye & Eyre *v.* Commissioners of Inland Revenue.

Lord Hanworth, M.R., Slesser and Romer, L.JJ.
4th May, 1934.

Revenue—Income Tax—Royalties on Play—Recipient Living Abroad—Paid "by or through" Solicitors—Liability—Finance Act, 1927 (17 & 18 Geo. 5, c. 10), s. 26.

Appeal from a decision of Finlay, J. (78 Sol. J. 277).

In 1930 a company was formed to produce an English version of a play by Sacha Guitry, a French citizen residing outside the United Kingdom. One of the terms of the agreement with the author was that £300 should be paid to him in advance on account of royalties. Messrs. Rye & Eyre, the solicitors for the company, forwarded to the author's agent their cheque for that sum, together with the agreement in duplicate. They were assessed for income tax in respect of that amount. No other amounts had become payable, as the production resulted in a loss. Finlay, J., held that they were persons "by or through" whom payment had been made within s. 26 of the Finance Act, 1927, and that the assessment was correct.

Lord Hanworth, M.R., dismissing the appeal, said that it had been argued that this was not a periodical payment, but a lump sum. However, under the agreement it was paid in advance in respect of royalties expected to accrue from week to week.

Slesser and Romer, L.JJ., agreed.

Counsel: *Croom-Johnson*, K.C., and *Showan*; *The Attorney-General* (Sir T. Inskip, K.C.), and *R. Hills.*

Solicitors: *Rye & Eyre*; *Solicitor of Inland Revenue.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Sandler *v.* Sandler, Davies and Johnstone.

Lord Hanworth, M.R., Slesser and Romer, L.JJ.
7th and 8th May, 1934.

Divorce—Collusion—Petition and Supplemental Petition—Prayer of Petition Dismissed for Collusion—Taint.

Appeal from a decision of Sir Boyd Merriman, P. (78 Sol. J. 300).

A petition for divorce charging adultery with one co-respondent on one occasion was subsequently amended by the addition of charges of adultery against another co-respondent on several occasions. A supplemental petition made further charges against the second co-respondent. The first co-respondent did not appear, and the second filed an answer, but defended only on the issue of damages. During the trial, facts appeared which led the court to hold that the original petition filed against the first co-respondent, before the discovery of the adultery with the second co-respondent, was prosecuted in collusion. A decree *nisi* with costs was granted against the second co-respondent and damages were awarded against him. Sir Boyd Merriman, P., holding that, though the original petition must fail, the supplemental petition was not tainted by collusion and could succeed.

Lord Hanworth, M.R., allowing the appeal, said that if the prayer of a petition was dismissed the whole petition must be dismissed. The practice laid down in directions 69, 71 and 74 of the Registrar showed that the petition and the supplemental petition must be treated as one (*Smith* v. *Smith*, 3 Sw. & T. 216; *Schira* v. *Schira*, L.R. 1 P. 466; *Borham* v. *Borham*, L.R. 1 P. 77; *Lapington* v. *Lapington*, 14 P.D. 21). Both the petition and the supplemental petition must therefore be dismissed.

Slesser and Romer, L.JJ., agreed.

Counsel: *Beyfus*, K.C., and *The Hon. Victor Russell*; *Wallington*, K.C., and *Tyndale.*

Solicitors: *Beyfus & Beyfus*; *Bulcraig & Davis.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Haynes *v.* G. Harwood & Son.

Finlay, J. 27th April, 1934.

ACCIDENT—RUNAWAY HORSES—STOPPED BY POLICE CONSTABLE—INJURY—CLAIM FOR DAMAGES—NEGLIGENCE OF OWNER—*Volenti non fit Injuria*—PUBLIC DUTY.

In this action Police-constable Thomas John Haynes, of the "M" Division of the Metropolitan Police, claimed damages for personal injuries sustained by him as a result of the alleged negligence of the servant or agent of the defendants, G. Harwood & Son. On the 24th August, 1932, a two-horse van was left unattended for a few minutes by the defendants' servant or agent in Paradise-street, Rotherhithe. The horses bolted, and were proceeding at a furious pace along the street, in which there were numerous children and other persons, when the plaintiff, who was on duty at the police-station in the street, rushed out, pushed a woman aside to safety, and stopped the horses. In doing so he sustained serious injuries. His case was that his act was performed in the execution of his duty to protect life and property. The defendants denied negligence. They further relied on the doctrine of *volenti non fit injuria.*

FINLAY, J., said that the first matter was whether the defendants' servant was guilty of negligence, and the second whether the plaintiff, if there had been some negligence on the part of the defendants' servant, was prevented from recovering by reason of the application of the doctrine *volenti non fit injuria.* On the first point the law with regard to the matter was laid down in *Cooke* v. *Midland Great Western Railway Co. of Ireland* [1909] A.C. 229; 53 SOL. J. 319, and on the evidence given the defendants in the present action had failed to discharge the onus on them of disproving negligence. The real question was whether, the defendants having been (as he found) guilty of negligence, the plaintiff was prevented from recovering by reason of the doctrine *volenti non fit injuria.* What the defendants contended was that the plaintiff had by his own voluntary act brought the risk on himself, and that what happened was due to his own act and not to any antecedent negligence on the part of the defendants. The general principle was that if a person was guilty of negligence he was responsible for all the natural consequences of such negligence. It had to be considered, therefore, whether the plaintiff's act was the natural consequence of the defendants' negligence. Undoubtedly considerable difficulty was offered by the decision of the Court of Appeal in *Cutler* v. *United Dairies (London) Ltd.* [1933] 2 K.B. 297, but he came to the conclusion that that case was to be distinguished from the present case, and that on the facts of the present case the doctrine of *volenti non fit injuria* did not apply, and that there was no *novus actus interveniens.* The position in the present case was that the plaintiff was a police officer, and some weight was to be attached to that fact. He owed a general duty to the public to preserve life and property and he was acting in pursuance of that higher duty.

COUNSEL: *Hilbery*, K.C., and *N. R. Fox-Andrews*, for the plaintiff; *Rowland Thomas*, K.C. and *Gilbert J. Paull*, for the defendants.

SOLICITORS: *Ponsford & Devenish; William Hurd & Son.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Hain Steamship Co., Ltd. *v.* Sociedad Anonima Comercial de Exportacion e Importacion (Louis Dreyfus & Cia.).

MacKinnon, J. 1st May, 1934.

CHARTER PARTY — CONSTRUCTION — DISPATCH MONEY — SATURDAY COUNTED AS FULL DAY.

This award in the form of a special case under s. 7 of the Arbitration Act raised a question as to calculation of lay days and the payment of dispatch money under the Centrocon charter party. The charter party provided that the steamer should proceed as ordered to certain ports in the River Parana and the River Plate, and there receive a full and complete cargo of grain for carriage to Antwerp or Rotterdam. The special case stated that the charter party provided, *inter alia*, that the steamer should be loaded at a certain rate, Sundays and holidays excepted, otherwise the charterers were to pay demurrage at a defined rate. Dispatch money was to be payable for all time saved in loading (including Sundays and holidays saved) at the rate of £15 sterling per day for steamers of over 4,000 tons bill of lading weight. According to the owners' contention the time saved in loading was fifteen days seven and a half hours. According to the charterers' contention the time saved was eighteen days three and a half hours. The difference of two days twenty hours was due to the fact that the owners included Saturdays as full days, whereas, according to the charterers' contention, time only ran on Saturdays up to 1 p.m., namely, for thirteen hours, so that the lay days were carried over Saturday to Monday. The arbitrator found as a fact that it was illegal under Argentine law for the owners or the charterers to perform work after 1 p.m. on Saturdays. Subject to the opinion of the court, he held that, notwithstanding that prohibition, Saturdays were to be computed as full days under the charter-party, and he accordingly awarded that the owners were entitled to recover from the charterers the dispatch money overpaid by them, namely, £42 10s. The question for the opinion of the court was whether the period from 1 p.m. to midnight on Saturdays was to be excluded from the computation of time allowed for loading.

MACKINNON, J., said that the charter party contained an arbitrary provision for calculating loading time. To support the charterers' contention the words should have been "Sundays and holidays and Saturday afternoons excepted." The case of *Love and Stewart, Ltd.* v. *Rowtor Steamship Co.* [1916] 2 A.C. 527, showed that the word "holiday" did not by itself include Saturday afternoon. The proper meaning of the language which the parties had used in the present case was that Sundays and full general holidays were excluded from the computation, but that Saturday afternoons were not. Award upheld.

COUNSEL: *Willink*, for the appellants; *Sir Robert Aske*, K.C., for the respondent shipowners.

SOLICITORS: *Richards, Butler, Stokes & Woodham Smith; Sinclair, Roche & Temperley.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Obituary.

Lord SUMNER.

The Right Hon. Viscount Sumner, G.C.B., a Lord of Appeal in Ordinary from 1913 till 1930, died in London on Thursday, 24th May, at the age of seventy-five. John Andrew Hamilton was educated at Manchester Grammar School and Balliol College, Oxford. He was called to the Bar by the Inner Temple in 1883, and took silk in 1901. In 1909 he was appointed a Judge of the King's Bench Division, and in 1912 he was appointed to the Court of Appeal. He was selected as a Lord of Appeal in Ordinary in 1913, and under the title of Lord Sumner of Ibstone he took his seat as a life peer in the House of Lords and in the Privy Council. He resigned in 1930. An appreciation appears at p. 373 of this issue.

Mr. A. G. FINDEISEN.

Mr. Alfred Gustavus Findeisen, solicitor, a partner in the firm of Messrs. Dymond, Findeisen & Tosswill, of Torquay, died on Thursday, 24th May, at the age of fifty-seven. He was admitted a solicitor in 1899. Mr. Findeisen had been a Trustee of the Cary Estates, which comprise a great portion of Torquay, for the past twenty-two years.

Mr. H. E. GOLDING.

Mr. Horace Edward Golding, solicitor, a partner in the firm of Messrs. Golding, Hargrove & Golding, of Cannon-street, E.C., and Lewisham, died on Saturday, 26th May, in his eighty-ninth year. Mr. Golding was admitted a solicitor in 1871.

Mr. E. R. W. NORTH.

Mr. Edward Roundell Whipp North, solicitor, a partner in the firm of Messrs. Harland, Woodhouse & Son, of Hull and Bridlington, died recently at the age of sixty-seven. Mr. North was admitted a solicitor in 1927.

Mr. J. R. ROBERTS.

Mr. John Robert Roberts, O.B.E., solicitor, of Newcastle-upon-Tyne, died on Friday, 25th May, at the age of seventy-seven. Mr. Roberts, who was admitted a solicitor in 1879, had been Clerk to the Newcastle-upon-Tyne City Magistrates for forty-six years. He retired last January. He was Editor of "Stone's Justices' Manual" for over twenty-five years.

Mr. H. H. SIMPSON.

Mr. Henry Herbert Simpson, solicitor, of Accrington, died on Friday, 18th May, at the age of fifty-five. Mr. Simpson was admitted a solicitor in 1912.

Parliamentary News.

Progress of Bills.

House of Lords.

Architects (Registration) Bill.
Read Second Time. [30th May.

Betting and Lotteries Bill.
In Committee. [30th May.

Chailey Rural District Council Bill.
Committed. [17th May.

Cotton Manufacturing Industry (Temporary Provisions) Bill.
Read First Time. [30th May.

Darlington Corporation Bill.
Committed. [17th May.

Land Settlement (Scotland) Bill.
Read First Time. [30th May.

London Midland and Scottish Railway Bill.
Read First Time. [30th May.

South West Suburban Water Bill.
Committed. [17th May.

House of Commons.

Cotton Manufacturing Industry (Temporary Provisions) Bill.
Read Third Time. [29th May.

Edinburgh Corporation Order Confirmation (No. 2) Bill.
Read Second Time. [29th May.

Electricity Supply Bill.
Read First Time. [30th May.

Land Settlement (Scotland) Bill.
Read Third Time. [29th May.

Law Reform (Miscellaneous Provisions) Bill.
Read First Time. [30th May.

Licensing (Permitted Hours) Bill.
Read First Time. [30th May.

London County Council (Money) Bill.
Read Second Time. [30th May.

London Midland and Scottish Railway Bill.
Read Third Time. [29th May.

Lowestoft Corporation Bill.
Read Second Time. [29th May.

Nottingham Corporation (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [30th May.

Palestine Loan Bill.
Read Second Time. [29th May.
Statutory Salaries (Restoration) Bill.
Read First Time. [30th May.
Stockport Extension Bill.
Read Third Time. [30th May.

Societies.

The Law Society.

NOTICE.

The Annual General Meeting of the members of The Law Society will be held in the hall of the Society on Friday, the 6th day of July, at 2 p.m. The following are the names of the members of the Council retiring by rotation :—Mr. Bateson, Mr. Collins, Mr. Dashwood, Mr. Dowson, Mr. Drake, Sir Roger Gregory, Mr. Mainprice, Mr. May, Sir Reginald Poole, and Mr. Pott. So far as is known, they will be nominated for re-election.

There are three other vacancies caused by the death of Sir Robert Dibdin, Sir Robert Welsford, and Mr. Walter M. Woodhouse.

Royal Medico-Psychological Society.

THE PROFESSIONAL MIND.

Dr. E. Turner took the chair at a meeting of the Royal Medico-Psychological Society held on 17th May, when Lord Macmillan delivered the Maudsley Memorial Lecture on this subject. The choice and practise of a profession, he said, had a decisive and pervasive influence on a man's whole mental outlook. The first question asked about a new acquaintance was " What does he do ? " The answer gave a clue to the kind of man he was. From the earliest times the practitioners of a particular art had always shown a tendency to draw apart from the rest of the community, the widest of all caste cleavages being that between the clergy and the laity. Within the ranks of the laity had grown up many associations of men united by a common calling. Nowadays men of all careers mixed with each other, but there would always remain certain typical attributes which the life-long pursuit of a particular calling engendered. Such differences lent colour and interest to social life, and the followers of each vocation had their own distinctive contribution to make to the variety as well as to the welfare of the community. Devotion to a common calling tended to create a sense of professional brotherhood throughout the civilised world and thus widened and liberalised the mind, but on the other hand those who had, by the expenditure of much time and labour, acquired facility and expertness in the practise of a system were naturally disinclined to make the effort of examining and adopting new ideas which might prove uncomfortably subversive. No professional calling was immune from this tendency, for, in the words of Professor Whitehead, " Routine is the god of every social system." But there was a good as well as a bad side to this instinct. Without the stability of routine the social fabric would inevitably disintegrate, and resistance to innovation was part of the essential protective armour of civilisation. Another charge made against the professional mind was its proneness to prefer the interests of the craft to the interests of the community. There was more lip service nowadays to lofty social motives, but the pursuit of selfish aims under the guise of the public good was not unknown.

The Expert.

There was an increasing resort in all departments of life to the particular type of professional man known as the expert. There were now experts in every branch of human affairs ; the field of knowledge had become so vast that no individual could hope to become master of more than a corner of it. The results were not always happy. The attainment of a highly specialised knowledge tended to create a certain arrogance, and the conclusions of the specialist often had to be corrected and modified when brought into relation with wider considerations. On the other hand, the value of specialised knowledge was incontestable, and one of the most interesting problems of the day was how best to use the expert in the public interest. The law had three methods of using him. In the first place expert witnesses were called, and, on the whole, they exhibited marked fairness. Nevertheless, it was wrong for a scientific man to be an advocate, and the contentious atmosphere of the courts was not always conducive to the calm and dispassionate exposition of truth. No scientific man ought ever to become the partisan of a side. To do so was to prostitute science and to practise a fraud on the administration of justice. A less perilous sphere for the expert mind was its utilisation as a referee. This was a highly responsible part, especially as Parliament had set the seal of finality on the medical referee's certificate. The third method was to use the expert as an assessor. The abilities of the expert mind were best utilised in some form of consultative capacity. The faculty of pronouncing judgment was not always to be found in conjunction with scientific learning.

The Legal Mind.

Probably no professional type throughout the ages had been more consistently the subject of depreciatory comment, not all unjustified, than the legal mind. The advocate was supposed to be perpetually engaged in distorting the truth. Nevertheless the conception of the advocate as a kind of Artful Dodger who made his living by stupefying his conscience was utterly remote from reality. The great bulk of the legal work of the country required no perverse intellectual subtlety, but just the ordinary work-a-day virtues of industry and honesty. Nevertheless, the legal profession undoubtedly tended to foster certain intellectual habits which were not admirable when exaggerated. There was a danger even in logic in human affairs. The legal mind tended to prefer formulæ to facts and to place too much reliance on the power of words. To the criticism that lawyers were apt to be cynical no better defence could be found than that which Sir Walter Scott had put into the mouth of the inimitable Pleydell :—

> " It is the part of our profession that we seldom see the best side of human nature. People come to us with every selfish feeling newly pointed and grinded ; they turn down the very caulkers of their animosities and prejudices, as smiths do with horses' shoes in a white frost. Many a man has come to my garret yonder that I have at first longed to pitch out at the window, and yet, at length, have discovered that he was only doing as I might have done in his case, being very angry and of course very unreasonable. I have now satisfied myself that if our profession sees more of human folly and human roguery than others, it is because we witness them acting in that channel in which they can most freely vent themselves. In civilized society, law is the chimney through which all that smoke discharges itself that used to circulate through the whole house and put everyone's eyes out—no wonder that the vent itself should sometimes get a little sooty."

Another defect commonly attributed to the legal mind was that it was unduly critical. This habit was useful in its proper place, but handicapped the lawyer in dealing with constructive proposals where success could only be attained by disregarding risks. Lawyers might be admirable in deliberation, but were not so useful in action.

The outlook of a physician upon life must necessarily be widely different from that of the lawyer. The effect on the mind of constant contact with human suffering could not but be profound. The intimate relations between the patient and his medical adviser made a call upon the emotions as well as upon the intellect. The practice of therapeutics was largely empirical. The demand thus constantly made upon the physical, mental and emotional resources of the doctor created a special type of character. No one had a wider knowledge of human nature, but it was specialised knowledge. The doctor was not callous, but his natural sympathies had to be under control if he was to perform his work adequately. The confidence reposed in him and his immunity from publicity might tend to make him professionally oracular, but the unselfishness and devotion to duty which were the very hallmark of the profession far outweighed any of the foibles which might be laid to his charge.

The most distinctive type of all was the clerical mind. It was the essence of the cleric's vocation that he should be unworldly and exhibit a walk and conversation becoming his high calling. He had circumscribed his intellectual freedom by pledging himself to certain beliefs. While the sanctity of his calling ennobled his aspirations, it was not without the attendant perils of dogmatism, intolerance and casuistry. The corruption of the best was the worst.

Specialisation of function, Lord Macmillan concluded, necessarily produced specialisation of the organ charged with that function. The observation of one's fellow-men in thought and action would always be the most fascinating of studies.

Union Society of London.

On Wednesday, 6th June, the Society will meet in the Middle Temple Common Room to debate a motion " That the B.B.C. as at present constituted, is undesirable to the interests of the Nation." It is not yet certain who will propose the motion, but Mr. Ryan has promised to oppose it.

Rules and Orders.

THE COUNTY COURT DISTRICTS (MISCELLANEOUS No. 1) ORDER, 1934. DATED MAY 16, 1934.

I, John Viscount Sankey, Lord High Chancellor of Great Britain by virtue of section 4 of the County Courts Act, 1888,* as amended, by section 9 of the County Courts Act, 1924,† and of all other powers enabling me in this behalf, do hereby order as follows :—

1. The District of the County Court of Cumberland held at Keswick shall be consolidated with the District of the County Court of Cumberland held at Workington and Cockermouth and the holding of the said Court held at Keswick shall be discontinued, and the said Court held at Workington and Cockermouth shall be the Court for the District formed by the said consolidation, and shall have jurisdiction to deal with all proceedings which shall be pending in the said Court held at Keswick when this Order comes into operation.

2. The holding of the County Court of Suffolk held at Mildenhall shall be discontinued, and the parishes set out in the first column of Schedule I to this Order (being the parishes constituting the District of that Court) shall be transferred to, and form part of, the County Court Districts set opposite to their names respectively in the second column of that Schedule.

3. The County Court of Suffolk held at Bury Saint Edmunds shall have jurisdiction to deal with all proceedings which shall be pending in the said Court held at Mildenhall when this Order comes into operation.

4. The holding of the County Court of Worcestershire held at Pershore shall be discontinued, and the parishes set out in the first column of Schedule II to this Order (being the parishes constituting the District of that Court) shall be transferred to, and form part of, the County Court Districts set opposite to their names respectively in the second column of that Schedule.

5. The County Court of Worcestershire held at Evesham shall have jurisdiction to deal with all proceedings which shall be pending in the said Court held at Pershore when this Order comes into operation.

6. The County Court of Kent held at Hythe and New Romney shall cease to be held at New Romney and shall be held at Hythe by the name of the County Court of Kent held at Hythe.

7. The County Court of Northumberland held at Hexham and Bellingham shall cease to be held at Bellingham and shall be held at Hexham by the name of the County Court of Northumberland held at Hexham.

8. The areas set out in the first column of Schedule III to this Order shall be detached from and cease to form part of, the County Court Districts set opposite to their names respectively in the second column of the said Schedule, and shall be transferred to, and form part of, the County Court Districts set opposite to their names respectively in the third column thereof.

9. In this Order "parish" shall mean a place for which immediately before the first day of April, 1927, a separate Poor Rate was or could have been made or a separate Overseer was or could be appointed.

10. This Order may be cited as the County Court Districts (Miscellaneous No. 1) Order, 1934, and shall come into operation on the 1st day of June, 1934, and the County Courts (Districts) Order in Council, 1899, as amended,‡ shall have effect as further amended by this Order.

Dated the 16th day of May, 1934. *Sankey*, C.

(*) 51-2 V. c. 43. (†) 14-5 G. 5. c. 17.

(‡) S.R. & O. 1899, No. 178, printed as amended to 1903, S.R. & O. Rev. 1904, III, County Court, E., p. 1. For subsequent amendments, *see* "Index to S.R. & O. in Force, June 30, 1933" at pp. 190-3.

SCHEDULE I.

First Column. Parishes.	Second Column. County Court Districts.
	Cambridgeshire.
Isleham	Ely.
Freckenham	Newmarket.
Herringswell	Newmarket.
Kentford	Newmarket.
Worlington	Newmarket.
	Norfolk.
Wangford	Thetford.
	Suffolk.
Barton Mills	Bury Saint Edmunds.
Cavenham	Bury Saint Edmunds.
Eriswell	Bury Saint Edmunds.
Icklingham	Bury Saint Edmunds.
Lakenheath	Bury Saint Edmunds.
Mildenhall	Bury Saint Edmunds.
Tuddenham	Bury Saint Edmunds.

SCHEDULE II.

First Column. Parishes.	Second Column. County Court Districts.
	Gloucestershire.
Strensham	Tewkesbury.
	Warwickshire.
Dormston	Alcester.
Kington	Alcester.
	Worcestershire.
Abberton	Evesham.
Bishampton	Evesham.
Bricklehampton	Evesham.
Charlton	Evesham.
Cropthorne	Evesham.
Elmley Castle	Evesham.
Fladbury	Evesham.
Great Comberton	Evesham.
Pershore Holy Cross	Evesham.
Hill and Moor	Evesham.
Little Comberton	Evesham.
Naunton Beauchamp	Evesham.
Netherton	Evesham.
Pinvin	Evesham.
Pershore St. Andrew	Evesham.
Throckmorton	Evesham.
Wick	Evesham.
Wyre Piddle	Evesham.
Besford	Worcester.
Birlingham	Worcester.
Croome D'Abitot	Worcester.
Defford	Worcester.
Earls Croome	Worcester.
Eckington	Worcester.
Flyford Flavell	Worcester.
Grafton Flyford	Worcester.
Hill Croome	Worcester.
North Piddle	Worcester.
Peopleton	Worcester.
Pirton	Worcester.
Severn Stoke	Worcester.
Stoulton	Worcester.
Upton Snodsbury	Worcester.

SCHEDULE III.

First Column. Parishes.	Second Column. County Court Districts.	Third Column. County Court Districts.
Parts of the Parish of Shoreham-by-Sea viz. :—		
(*a*) The part which formed part of the parish of Lancing immediately before the commencement of the County of West Sussex (Shoreham - by - Sea) Confirmation Order, 1910.		
(*b*) The part which formed part of the parish of Lancing immediately before the commencement of Shoreham - by - Sea Urban District Confirmation Order, 1927.	*Sussex.* Worthing.	*Sussex.* Brighton and Lewes.
Part of the Parish of Bramber viz. :— The part which constituted the parish of Buttolphs immediately before the commencement of the West Sussex Review Order, 1933.	*Sussex.* Worthing.	*Sussex.* Brighton and Lewes.
Part of the Parish of Seaford viz. :— The part which prior to the coming into operation of the East Sussex Review Order, 1934, formed part of the parish of Alfriston.	*Sussex.* Eastbourne.	*Sussex.* Brighton and Lewes.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. Vombatkere Pandrang Row, Indian Civil Service, as a Puisne Judge of the High Court of Judicature at Madras, in the vacancy which will occur on 22nd July next on the retirement of Mr. Justice H. D. C. Reilly.

Mr. GEORGE MALLEY, LL.B., of Birkenhead, a solicitor in the Town Clerk's Department of the Birkenhead Corporation, has been appointed Assistant Solicitor to the Wakefield Corporation. Mr. Malley gained Honours in the Final Examination in November, 1933.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. Albert Edward Ratcliffe, solicitor, of Helston, Cornwall, left £39,286, with net personalty £34,270.

Mr. George Herbert Sprott, solicitor, of Forest Hill, left £11,483, with net personalty £11,401.

Mr. Alexander Mark Turnbull, solicitor, of Gosforth, left £84,797, with net personalty £83,152.

Colonel Harry Crawford Watson, solicitor, of Barnard Castle, left £18,162, with net personalty £10,336.

NEW STATUTE.

The following New Statute came into force 1st June, 1934:—Local Government Act, 1933.

Gray's Inn Debating Society.

The next meeting of the Society will be held in Gray's Inn Common Room, at 8.15 p.m., on Thursday, 7th June, when a Visitors' Debate will take place, the motion being: "That corporal punishment, as part of the penal system, ought to be abolished." This motion will be proposed by Dr. M. Hamblin Smith (formerly Medical Officer of H.M. Prison, Birmingham, and author of "Psychology of the Criminal" and "Prisons").

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON GROUP I.

DATE.		EMERGENCY ROTA.	APPEAL COURT No. I.	MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE BENNETT. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
June	4	Blaker	Andrews	Andrews	Ritchie
,,	5	More	Jones	*More	Andrews
,,	6	Hicks Beach	Ritchie	Ritchie	More
,,	7	Andrews	Blaker	*Andrews	Ritchie
,,	8	Jones	More	More	Andrews
,,	9	Ritchie	Hicks Beach	Ritchie	More
		GROUP I.		GROUP II.	
		MR. JUSTICE CROSSMAN. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part I.	MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
		Mr.	Mr.	Mr.	Mr.
,,	4	*More	*Jones	Hicks Beach	*Blaker
,,	5	*Ritchie	*Hicks Beach	Blaker	Jones
,,	6	*Andrews	*Blaker	Jones	*Hicks Beach
,,	7	More	*Jones	Hicks Beach	Blaker
,,	8	*Ritchie	Hicks Beach	Blaker	*Jones
,,	9	Andrews	Blaker	Jones	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

TRINITY SITTINGS, 1934.

COURT OF APPEAL.

APPEAL COURT No. 1.

Tuesday, 29th May.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Appeals re The Workmen's Compensation Acts (from County Courts).

Appeals re The Workmen's Compensation Acts will be continued until further notice.

APPEAL COURT No. II.

Tuesday, 29th May.—Exparte Applications, Original Motions and Appeals from the Admiralty Division.

Admiralty Appeals will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

Before Mr. Justice EVE.

(The Witness List. Part II.)

Mr. Justice EVE will sit daily for the disposal of the List of Longer Witness Actions.

Before Mr. Justice BENNETT.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses. Lancashire Business will be taken on Thursdays, the 7th and 21st June, and 5th and 19th July.
Fridays .. ....Motions and Adjourned Summonses.

Before Mr. Justice CROSSMAN.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays ....Companies (Winding up) Business.
Tuesdays ... | Wednesdays .. | Thursdays.... | Fridays ..... — The Witness List. Part I.

The following case will be in the paper on Tuesday, the 29th May:—

Assigned Matter
re The Guardianship of Infants Act, 1889-1925 Ashton v Ashton
Appeal from Justices

GROUP II.

Before Mr. Justice CLAUSON.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays.....Bankruptcy Business.
Tuesdays .... | Wednesdays .. | Thursdays.... | Fridays ..... — The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Tuesday the 5th June, and Mondays the 25th June and 16th July.

Bankruptcy Motions will be taken on Mondays the 11th June, and 2nd and 23rd July.

A Divisional Court in Bankruptcy will sit on Mondays the 18th June and 9th July.

Before Mr. Justice LUXMOORE.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays .....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses
Wednesdays ..Adjourned Summonses.
Thursdays....Adjourned Summonses.
Fridays.....Motions and Adjourned Summonses.

Before Mr. Justice FARWELL.

(The Witness List. Part II.)

Mr. Justice FARWELL will sit daily for the disposal of the List of longer Witness Actions.

COURT OF APPEAL.

A List of Appeals for hearing, entered up to Friday, 18th May, 1934.

FROM THE CHANCERY DIVISION.
(Final List.)

Re Harrison Public Trustee v Best (s.o. to July 23. To be mentioned)
Re Brown District Bank Ltd v Brown (s.o. to July 23. To be mentioned)
Attorney-General v Eastbourne Corporation
Same v Same
Gissing v Liverpool Corporation
Re Bewicke-Copley's Settlement Cromwell v Cocks
Re Slaney Treasury Solicitor v Ott
Attorney-General v Racecourse Betting Control Board
Re Laidlaw Lewes v King and ors

FROM THE COUNTY PALATINE COURT OF LANCASTER.
(Final List.)

Thom v Schofield

FROM THE PROBATE AND DIVORCE DIVISION.
(Final List.)

Wheelden v Wheelden
Renshaw v Renshaw (Cundy, Co-Respondent)

FROM THE CHANCERY DIVISION.
(In Bankruptcy.)

Re Holt, R J F dec Exparte The Trustee
Re a Debtor (No. 233 of 1934) Exparte The Debtor v The Petitioning Creditor and the Official Receiver
Re Harman, M C Exparte The Trustee v Paul Dorman, Gregoire Beridze and Greener Dreyfus & Co

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.
(Interlocutory List.)

Re Douglas Motors (1932) Ltd D. Estates Ltd v The Company

FROM THE KING'S BENCH DIVISION.
(Final and New Trial List.)

FOR JUDGMENT.

Ley v Hamilton

FOR HEARING.

Bevir v Burt-White
Clarke v Mayhew
Versicherungs Und Transport Aktiengesellschaft Daugava v Henderson
Green v Woods
Pressdee v Fulham Borough Council
Re The Audit (Local Authorities) Act, 1927 Re a decision of H W Magrath, District Auditor of No. 1 Audit District, Durham
Le Breton v Lecaine
George Trollope & Sons v Martyn Brothers
Benjafield v Burchall & Co
Simmons v Russell Financiers Ltd
Phillips v Copping
Jones v The Bristol Tramways and Carriage Co Ltd
Same v Same
Workington Harbour and Dock Board v Trade Indemnity Co Ltd
Collison v Hill
Evans v Wadsworth
Re South Wales District (Coal Mines) Scheme, 1930 Bedwas Navigation Colliery Co (1921) Ltd v The Executive Board
Jervis v Turner
Alexandrovna v Metro-Goldwyn-Mayer Pictures Ltd

Aschkenasy v Midland Bank Ltd
Oceanic Steam Navigation Co Ltd v Evans
McCormick v The National Motor and Accident Insurance Union Ltd
Fogdens Ltd v Shanahan
Costello v H J Enthoven & Sons Ltd
Doyle v The White City Stadium and Ors
Same v Same
Matthews v Amalgamated Anthracite Collieries Ltd
Same v Same (from Interlocutory list)
Platt v Smallwood
Green v Bristol Grill Ltd
Thistlethwaite & Edgar v Playshoe Co Ltd
Defries v M Baker Ltd
Ash v Favell (security ordered)
Gruning & Co v Gerson
Algar v Lincolnshire Road Car Co Ltd
Monahan v Lockwood (security ordered)
Samuel v Adelaide Club Ltd
Hunt v Ossoo-Ansah
Bezodis v De Greeff
Sharles v Fisher's Foils Ltd
Jablonsky v Thompson
Lumiansky v Myddelton and Ors (security ordered)
Monk v Warbey and Ors
Lane v John Mowlem & Co Ltd
Wheldon v Salerni (British Coal Refining Processes Ltd, third party)
Stannard v West Ham Corporation
Rugby School Governors v Tannahill
Re The London Passenger Transport Act 1933 The Chocolate Express Omnibus Co Ltd v The London Passenger Transport Board
Hickman (1928) Ltd v Farey
Bagley v C G Haubold Attorney-General
Same v Same
A Marx & Company v Harrison
Crowley v Constable & Co Ltd and Ors
Meeredy v Liverpool Brazil and River Plate Steam Navigation Co Ltd
Haynes v G Harwood & Son
A H and H G Stocker v Marshall
R & W Paul Ltd v Wheat Commission

FROM THE KING'S BENCH DIVISION.

(Revenue Paper—Final List)

Montague Burton Ltd (in liquidation) v The Commissioners of Inland Revenue
Re Paulin Re The Finance Act 1894
Re Same Re Same
Re Crossman Re The Finance Act 1894
Re Same Re Same
Van den Berghs Ltd v Clark (H.M. Inspector of Taxes)
Westminster v The Commissioners of Inland Revenue
Boyce (H.M. Inspector of Taxes) v The Whitwick Colliery Co Ltd
Alfred Leney & Co Ltd v Whelan (H.M. Inspector of Taxes)
Marston's Dolphin Brewery Ltd (in Liquidation) v Loughnan (H.M. Inspector of Taxes)
Weight (H.M. Inspector of Taxes) v Salmon
Coalville Urban District Council v Boyce (H.M. Inspector of Taxes)
Dealler (H.M. Inspector of Taxes) v Bruce
Williamson v Ough (H.M. Inspector of Taxes)

RE THE WORKMEN'S COMPENSATION ACTS.

(From County Courts.)

Privett v The Darracq Motor Engineering Co Ltd
A E Mallandain Ltd v Hill
Mitchell v T W Palmer & Co
Timmins v The Brodsworth Main Colliery Co Ltd
Gledhall v The Dalton Main Collieries Ltd
Peters v Overhead Ltd
Phillips v G I Sidebottom & Co
Thomas v The Melingriffith Co Ltd
Desborough v Portsmouth
White v The Carlton Main Colliery Co Ltd
Davies v The Howe Bridge Spinning Co
Re Ropner Steamship Co Ltd v Morgan and anr Miller v Same
Wicks v A C King & Co
Everett v Cambridge University and Town Waterworks Co
Foster v Edwin Penfold & Co Ltd

FROM THE ADMIRALTY DIVISION.

(Final List.)

With Nautical Assessors.

1933. Folio 111. "Luso" The Owners of s.s. "Margarete" v The Owners of s.s. "Luso"
1933—Folio 71. "Sentry" The Owners of Steam Barge "Bounty" v The Owners of s.s. "Sentry"
Same v Same

(Interlocutory List.)

1931—Folio 153. "Arpad" The Owners of Hungarian s.s. "Arpad" v Spear and Thorpe
1933—Folio 30. "Baarn" The Owners of s.s. "Bio Bio" v The Owners of Dutch s.s. "Baarn"

Standing in the "Abated" List.

FROM THE KING'S BENCH DIVISION.

(Final List.)

Barclay v Turner (s.o.—liberty to apply) (Mar 26, 1934)

Original Motion.

Same v Same (s.o.—liberty to apply) (Mar 26, 1934)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP I.—Mr. Justice EVE, Mr. Justice BENNETT and Mr. Justice CROSSMAN.

GROUP II.—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List Part I will be taken by Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

The Witness List Part II will be taken by Mr. Justice EVE and Mr. Justice FARWELL.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice BENNETT.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice LUXMOORE.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Trinity Sittings Paper.

Set down to May 18th, 1934.

Mr. Justice EVE and Mr. Justice FARWELL.

Witness List Part II.

Before Mr. Justice EVE.

Retained Matters.

Re Courage's Settlement Courage v Williams (s.o. to July, 1934)
Ridley v Mayer-Neville (pt hd)

Mr. Justice EVE and Mr. Justice FARWELL.

Witness List. Part II.

Re Petition of Right of Liverpool Corporation (not before Michaelmas)
Barlow v Wild
Jobson v Jobson
Lockwood & Elliott v W & J Cardwell Ltd
F H Drabble & Sons Ltd v The Derwent Valley Water Board (not before July 1)
Weir v Cooper
Re Upton Park Estates Ltd's Agreement Bluston v Polikoff
Eaton v Eaton
Re Tattershall and District Gravel Co Ltd Re The Companies Act 1929 (not before July 1)
Newton Chambers & Co Ltd v Jeyes' Sanitary Compounds Co Ltd
Re Jeyes' Sanitary Compounds Co Ltd's Letters Patent No 393118 Re Patents and Designs Acts 1907-1932
Durand v Naftzger
Barton v Alliance Economic Investment Co Ltd
Armstrong v Whitehead
Freeman v Eagle Star and British Dominions Insurance Co Ltd (not before June 4)
Marley Trust Ltd v Cantlon
Popplewell v Simpson Curtis and Burrill (not before July 2)
Bowker v Southampton Corpn
Attorney-General v Hailey
Mackenzie v Darragh Smail & Co Ltd
Atkinson v Seville (not before June 4)
Hughes v Union Cold Storage Co Ltd
Ulargui v Samuelson (s.o. for security)
Cochran v Archie Parnell & Alfred Zeitlin Ltd (fixed for June 25)
Hunter v Lovett
Browdy v Kum-Bak Sports Toys and Games Manufacturing Co Ltd
Hardaker v Boon
Lethbridge v Kerman (not before Trinity)
Re Pemberton Pemberton v Pemberton
Re Copp Copp v Copp
Nicholls v Smith Bros (Burnham-on-Crouch) Ltd.
Doctors v I Warshawer & Son Ltd
Owen v Owen
Re Brown Brown v Brown
Davies v Independent Milk Supplies Ltd
Mackenzie v Smith
Rosenberg v Nidditch
Astill v Leicester Corporation
Barnard v Slough Greyhound Racecourse Ltd
Goldstein v Cohen
Davis v Arsenis
Good v Quarterly Dividends Ltd
Jackson v L E Jones & Son (a firm)
Perrott v Simpson (restored)
Re Manon Ltd Re The Companies Act 1929
Evans v Rees
Dupré v V D Ltd
No-Fume Ltd v Frank Pitchford & Co Ltd
London United Grocers Ltd v Horborow
Holborn Trust Co Ltd v Kruse
Mullard Radio Valve Co Ltd v Philco Radio and Television Corpn of Gt Britain Ltd
Linder's Trustee v Linder
Yehia Pasha v Lancashire (Egyptian) Cotton Co Ltd
Squire v Granger
Braithwaite v Hillyer
Wood v Consolidated Film Studios Ltd
Ponsonby v Boone
G H Richards Ltd v Abbott
Re Johnson Pearce v Johnson
Weingarten v Smith
J & W Nicholson & Co Ltd v Nicholson & Son Ltd
Re Registered Trade Mark No 420923 Re Trade Marks Acts 1905, 19
Stephenson v Chappell & Co Ltd (restored) (fixed for June 2)
Schintz' Trustee v Halsey
Normanton v Brookes

Risebrook v Smedley
Plaza (Worthing) Ltd v Rowlands Estates Ltd
Bello v Mazza
Forster v Williams Deacon's Bank Ltd
Motion v Trutime (Deliveries) Ltd
Smith v Martley Rural District Council
Francis Napier (London & Paris) Ltd v Napier
Cleeves Ltd v Condensed Milk Co of Ireland (1928) Ltd
Re Condensed Milk Co of Ireland (1928) Ltd's Regd Trade Marks Nos 211206 and 223371 Re Trade Marks Acts 1905/19
Martley Rural District Council v Kington
Cleary v Wallis
Lord v Edenborough
J Lesquendieu Ltd v Lesquendieu
Rose v S Schauer & Co Ltd
Joseph v Bowen
Sheffield v Westcott
Snowdon v Ecclesiastical Commissioners for England
Stabb v W C Stevenson Ltd
Ridley v Lee
Dammann Asphalt Co (Gt Britain) Ltd v Dammann Asphalt Co (Madeley Wood) Ltd

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Before Mr. Justice CLAUSON.

Retained Matters.

Witness List. Part II.

Brickman v Hirsch (pt hd)

Motion.

Machine-Made Sales Ltd v Davies (fixed for June 5)

Procedure Summonses.

Machine-Made Sales Ltd v Davies
Same v Same
Same v Same
Same v Same
Same v Same

Before Mr. Justice CROSSMAN.

FOR JUDGMENT.

Witness List. Part II.

The Commissioners of the Scarborough Harbour Act v Whitehead

FOR HEARING.

Retained Actions.

Witness List. Part II.

Goodenday v New Zealand Sulphur Co Ltd (pt hd)
Kerman v Same (pt hd)

Assigned Matters.

Re The Guardianship of Infants Acts 1886-1925 Ashton v Ashton (fixed for May 29)
Re The Guardianship of Infants Acts 1886-1925 Sturch v Sturch

Companies Court.

Petitions.

Alliance Bank of Simla Ltd (to wind up—ordered on Dec 21, 1931, to s.o. generally—liberty to restore)
Dwa Plantations Ltd (same—s.o., from May 7, 1934 to Nov. 5 1934)
Britivox Ltd (same—ordered on Nov 16, 1931, to s.o. until action disposed of—liberty to restore)
London Clinic and Nursing Home Ltd (same—ordered on May 8, 1933 to s.o. generally—liberty to apply to restore)
Surgical Manufacturing Co Ltd (same—ordered on Jan 29, 1934, to s.o. to come on with scheme of arrangement)
W Kleinberg & Son (Manufacturing) Ltd (same—s.o. from April 30, 1934 to June 5, 1934)
Kempster & Williams Ltd (same—s.o. from May 14, 1934 to June 5, 1934)
Watford Gardens Estates Ltd (same—s.o. from May 14, 1934, to June 5, 1934)
Limasol Manufacturing Co Ltd (same—ordered on May 8th, 1934, to s.o. generally—liberty to apply to restore after action disposed of)
Flash-O-Ball Ltd (same—s.o. from May 14, 1934, to June 5, 1934)
Gordon Transport Co Ltd (same—s.o. from April 30, 1934, to June 5, 1934)
Financial Partners Ltd (same—s.o. from May 14, 1934, to June 5, 1934)
A E W Bone Ltd (same—s.o. from May 7, 1934, to Oct. 8, 1934—liberty to apply to restore if action dispose of)
G M Sharp Ltd (same—s.o. from April 23, 1934, to June 5, 1934)
Croydon Times Ltd (same—s.o. from May 14, 1934, to June 11, 1934)
Blackburn Hotels Ltd (to wind up)
National Chemical Holdings Ltd (same)
Shenfield Park Estate Ltd (same)
Wanstall & Nias Ltd (same)
Lanco Woodworking Co Ltd (same)
E A Lawrence Ltd (same)
Kum Bak Sports Toys and Games Manufacturing Co Ltd (same)
Jane Grey (Gowns, Manchester) Ltd (same)
Radium Springs Ltd (same)
Victoria Hotel (Birmingham) Ltd (same)
Alfred Clark (1928) Ltd (same)
Ensel & Co Ltd (same)
R R Ltd (same)
Ellingtons Ltd (same)
Cement Waterproofing Co Ltd (same)
Surrey Traction and Development Co Ltd (same)
Daisy Darrell Ltd (same)
Day & Silver Ltd (same)
Jacksons (Builders' Merchants) Ltd (same)
Forest Hill Independents Club Ltd (same)
Turnadge & Partners Ltd (same)
Williamson-Pethick Printing Co Ltd (same)
Clarence Press Ltd (same)
L and W Debenture Corporation Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (to confirm reduction of capital—ordered on Dec. 8, 1930, to s.o. generally—liberty to restore)
Charles Brown & Co Ltd (to confirm reduction of capital)
Wyles Brothers Ltd (same)
Ellis Brothers Ltd (same)
Body's Pharmacies Ltd (same)
Daimler Hire Ltd (same)
Whitmores (Eden Bridge) Ltd (same)
Malayan and General Trust (1933) Ltd (same)
Strange the Printer Ltd (same)
Mediterranean Transport Co Ltd (same—s.o. from April 23, 1934, to May 29, 1934—retained by Bennett, J)
Wolsey Ltd (ta confirm reduction of capital)
Hanson & Wormald Ltd (same)
Timmis & Co Ltd (same)
George A. Perkins Ltd (same)
Copestake, Crampton & Co Ltd (same)
Hevea (Burma) Co Ltd (same)
John Branch Ltd (same)
St. Louis Breweries Ltd (same)
Fredk Cope & Co Ltd (same)
Fern Vale Brewery Co Ltd (same)
Mary Scott Rowland Ltd (same)
Gramophone Co Ltd (same)
Columbia Graphophone Co Ltd (same)
Electric and Musical Industries Ltd (same)
Fielding & Johnson Ltd (same)
Baxter & Thrippleton Ltd (same)
C Akrill & Co Ltd (same)
African Investment Trust Ltd (same)
Malayan Rubber Loan & Agency Corporation Ltd (same)
Bird & Son Ltd (same)
West African Mahogany Co Ltd (same)
Lenygon & Morant Ltd (same)
Eden Park Estate Ltd (same)
Hecht Levis & Kahn Ltd (same)
Knight & Morris Ltd (same)
A J Birley Ltd (same)
New Brancepeth Colliery Co Ltd (same)
H C Nelson Ltd (same)
C H Hare & Son Ltd (same)
Malton Farmers Manure & Trading Co Ltd (same)
Jay's Ltd (same)
Gresham Street Warehouse Co Ltd (to confirm alteration of objects)
Institution of Production Engineers (same)
Society of Certificated Teachers of Pitmans Shorthand and other Commercial Subjects Ltd (same)
Incorporated Thames Nautical Training College (same)
Nobel Chemical Fnishes Ltd (same
Slate Slab Products Ltd (to sanction scheme of arrangement—ordered on Oct 13, 1931 to s.o. generally—liberty to restore)
Dorricotts Ltd (to sanction scheme of arrangement)
Middlesex Banking Co Ltd (same)
Colchester Brewing Co Ltd (s. 155)
Queen's Club Garden Estates Ltd (same)
Western Mansions Ltd (same)
Metallic Seamless Tube Co Ltd (same)
Chesterfield Tube Co Ltd (same)
British Italian Banking Corporation Ltd (same)
E W Rudd Ltd (to confirm reorganisation of capital)
Graham Island (British Columbia) Oilfields Ltd (to restore name to register)

Motion

Trent Mining Co Ltd (ordered on July 31, 1931 to s.o. generally—liberty to restore)

Adjourned Summonses.

City Equitable Fire Insce Co Ltd (Application of Liverpool and London and Globe Insce Co Ltd (ordered on April 8, 1930 to s.o. generally—liberty to restore)
Orchorsol Sound Reproduction Ltd (Application of T Froude—with witnesses—ordered on Nov 11, 1932, to s.o. generally)
Marina Theatre Ltd (Application of F H Cooper—with witnesses—ordered on May 10, 1933, to s.o. generally—liberty to apply to restore)
W Smith (Antiques) Ltd (Application of Liquidator—with witnesses—ordered on Dec 8, 1932 to s.o. generally)
Wise & Lansdell Ltd (Application of W J Lansdell—ordered on Dec 8, 1933, to s.o. generally)
R Ritterband & Suckling Ltd (Application of Liquidator—with witnesses)
Whitehaven Colliery Co Ltd (Application of Liquidator—ordered on May 14, 1934, to s.o. generally—liberty to apply to restore)
Great Orme Tramways Co (Application of R W Beesley)
Russo Asiatic Bank (Application of H.M. Attorney-General—with witnesses—c.a.v.)
Lydenburg Proprietary Mines Ltd (Application of F G E Elston—with witnesses)
Russian Bank for Foreign Trade (Application of H.M. Attorney-General—c.a.v.)
Kaye's Manufacturing Co Ltd (Application of Official Receiver and Liquidator—with witnesses)
A Lee & Co Ltd (Application of Liquidator—with witnesses)
R Ritterband & Suckling Ltd (Application of Liquidator—with witnesses)
Colbeck Brothers Ltd (Application of Liquidator)
R M C Textiles (1928) Ltd (Application of Prices Tailors Ltd—with witnesses)
Aeroto Ltd and British Aerotechnical Co Ltd (Application of Liquidator)
Dunmore Hotel Ltd (Application of T Vanstone & Sons—with witnesses)
Standard Carpet Co Foreign Ltd (Application of Seligman Brothers Ltd—with witnesses)
New Central Hall Blackburn Ltd (Application of Liquidator—with witnesses)
Port of Manchester Insurance Co Ltd (Application of U Partner and anr—with witnesses)
Watkins & Laing Ltd (Application of L Alexander Fife & Co Ltd—with witnesses)
Bates Concrete Manufacturing Co Ltd (Application of Thomas Patterson & Son Ltd)
Wise & Lansdell Ltd (Application of Liquidator—with witnesses)
Birmingham Central Restaurant Co Ltd (Application of F J Pepper)
L Bauer & Son Ltd (Application of L Bauer—with witnesses)
M Simons (Mantles) Ltd (Application of Liquidator—with witnesses)
British Filograph Co Ltd (Application of E Bodle)
Engineers Club (London) Ltd (Application of E H White)

Hearts of Oak Assurance Co Ltd (Application of Liquidator—with witnesses)
Aeroto Ltd (Application of J T McIntyre)
Capitol Road Transport Ltd (Application of S V Hotchkin—with witnesses)
Same (Application of J Lewis—with witnesses)

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Witness List. Part I.

Graham v Pemberton
Re King King v Ferber (not before Michaelmas)
Parkinson v Peacock
George v Peacock
Re Marchant Chandley v Marchant (s.o. to amend pleadings)
J B Pillin Ltd v Leo Air Compressors Ltd (not before June 4)
Crystalate Gramophone Record Manufacturing Co Ltd v British Crystalite Co Ltd
Bevan v Kadette Ltd
Vinces Dry Batteries Ltd v Vee Cee Dry Cell Co (1927) Ltd (not before May 30)
Re Bennett Bennett v Bennett
J E Hanger & Co Ltd v Desoutter
Marks & Spencer Ltd v Wheldon
General Amusements Corpn Ltd v Field
Cousins v British Klemm Aeroplane Co Ltd (not before June 5)
Nicholson v The Medical Sickness Annuity and Life Assurance Socy Ltd
P W Estates (Wembley) Ltd v Wembley Stadium Ltd
Coulsdon & Purley U D C v Surrey County Council (not before June 6)
Goodman v Lewenhak
Spelman v Basham
Carr v Doel
Whitaker v Cooper
Rumph v Nottingham Co-operative Society Ltd
National Provincial Bank Ltd v Freedman
W H Grindley & Co Ltd v A B Jones & Sons (sued as a firm) (not before May 31)
Williamson v Taylor
Harmer v Greenberg
Anglo-South American Bank Ltd v Shepherd
Rawlinson v Turner
Re Duncan Breed v Duncan
Re Same Same v Same
Goldberg v Tankel
Forster v Ziegler
Knight v Barnes
Re Beecham Beecham v Philip
Davies v Burch (not before May 30)
Lindsay v Piper
Hook v Baker
Horder v Butcher
Strauss v Lind
Wateridge v Reeves
Setchfield v Camp
Phillips v Davies
Wilcox v Wilcox
Brenner v Gritzman
Gregory v Price
Nisbet's Trustee v Wilson
Huntley v F G & W Newnham (a firm)
Steel v Singleton
Cardiff Rural District Council v Payne
Lamarque v Harris Brothers & Co (Grain) Ltd
Pigott v Calder
Re Preater Preater v Preater
Re Woolf Woolf v Bailey
Myers v John Newton (Tailors) Ltd
Thirlby v Silverton
Bayntun v Edmed
Cooke v Motor Components (Birmingham) Ltd
Lowndes v Bowen
Taylor v Wilson

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice LUXMOORE.

FOR JUDGMENT.

Retained Action.

The Corporation of London v Lyons Son & Co. (Fruit Brokers) Ltd

FOR HEARING.

Assigned Petitions.

Re H N Wylie's Patent Re Patents and Designs Acts 1907-1932
Re McKechnie Brothers Ltd's Application Re Patents and Designs Acts 1907-1932 (fixed for June 5)
Re Gas Chambers & Coke Ovens Ltd's Patent Re Patents and Designs Acts 1907-1932 (fixed for May 31)

Short Causes.

Performing Right Society Ltd v Marr
Cichtira v Braund
W A King & Sons (Brixton) Ltd v Diamantidi

Further Consideration.

Re Hirsch Dietz v Fulda

Before Mr. Justice BENNETT.

Short Causes.

Edwards Harlene Ltd v Hedge
Same v Original Vegetable Beauty Products Ltd
John Laing & Son Ltd v Jay

Procedure Summons.

V D Ltd v Boston Deep Sea Fishing and Ice Co Ltd

Further Consideration.

Graf v Hynds

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Adjourned Summonses and Non-Witness List.

North Riding of Yorkshire County Council v The London and North Eastern Railway Co
Re Macaulay's Settlement O'Donnell v Public Trustee
Re Canning Town Temperance Hall Re Allen's Trust Deed Baxter v Fairfax
Re Radcliffe's Charity Re The Charitable Trusts Acts 1853 to 1925
Re Ricarde-Seaver Midland Bank Executor and Trustee Co Ltd v Eugenics Society Ltd
Re Walker Royal Exchange Assurance v Walker
Re Beauchamp Barker-Hahlo v Barker-Hahlo (not before June 5)
Re Thomas Thomas v Lewis
Re Replogle's Patent Re Patents and Designs Acts 1907-28
Re Youlton Nixon v Youlton
Re Oliver Re Married Women's Property Act 1882
Re Joel Bennett v Joel
Re Wills Midland Bank Executor & Trustee Co v Wills
Re Kirby Taylor v The Theosophical Educational Trust (in Great Britain and Ireland) Ltd
Re Gulland Byrne v Addis
Re Galpin Vicker-Craddock v Vicker
Re Garland Eve v Garland
Re Tyson Barclays Bank Ltd v Tyson
Re Gibbons Mather v Gibbons
Re Armstrong Bouch v Strong
Re Just Capon v Reynolds
Re Hogben Pilcher v Hogben
Re Turton Fillingham v Fillingham
Re Smyth Padwick v Bishop
Re Close Parkin v Vaughan-Williams
Re Saltmarsh Re Settled Land Act 1925
Re Pearce Barclays Bank Ltd v Faull
Re Pollard Hathaway v Hathaway
Re Clayton Daviel v Mallam
Re Haskins Evans v Haskins
Re Jackson Broderick v Cordwainers Company
Re Shirvell Barclays Bank Ltd v Plant
Re Dickens Dickens v Hawksley
Re Standish Weld v Widor
Re J C Eno's Opposition No 9100 to Evans Sons Lescher & Webb Ltd's Application No 525239 Re Trade Marks Acts 1905 to 1919
Re Rose Rose v Ollard
Wright v Mears
Re Barkworth Public Trustee v Burstall
Re Michaelson Public Trustee v Burstall
Scott v Commissioners of Inland Revenue
Cadogan v Same
Re Leibow Moses v Leibow
Re Bates Darter v Attorney-General
Re "Dunollie" Re Law of Property Act 1925
Re Syers Buckley v Hornby
Re Davis Davis v Moorhouse-Stoney
Hankins v Hammond
Re Yeomans Barclays Bank Ltd v King
Re Forshaw Wallace v Middlesex Hospital
Re Dixon Lempriere v Dixon
Re Peck and Barkers Lease Farrer v Peck
Re Appleyard Appleyard v Wilson
Re Harding Sayers v Tomkins
Re Jewsbury Barnett v Goodman
Re Jonathan Davies v Jonathan
Re Moore Moore v Kingsbury
Hughes v Union Cold Storage Co Ltd Same v Same
Re Marsden Bowles v Bates
Re Smith National Provincial Bank Ltd v Smith
Re Rooke Public Trustee v Rooke
Re Fountain Sutherland v Public Trustee
Re Eddy Coward v Eddy
Re Aspey Goldthorpe v Aspey
Patuck v Patuck
Re Rendall Clarke v Edward-Collins
Re Stokes Stokes v Stokes
Re Chesters Whittingham v Chesters
Re Prideaux Herbert v Royal Society for the Prevention of Cruelty to Animals
Re Price National Provincial Bank Ltd v Price
Re Davies Davies v Davies
Re Eastern Telegraph Co Ltd's Trust Deed Denison-Plender v Imperial and International Communications Ltd
Re Vinter Fairbanks v Vinter
Re Owen Davies v Owen
Re Sheffield Cantrell v Cox
Re Bater Powell v Bater
Re Bevan Biss v Bevan
Re Bennett Tayler v Bennett
Re Marten Rayner v Marten
Re Kellock Pennell v Baly
Re Ecclesiastical Commissioners Conveyance Re Law of Property Act
Re Harward Newton v Harward
Re Moorcraft Moorcraft v Moorcraft
Re Bennett Midland Bank Executor and Trustee Co Ltd v Masfen
Re Railways Act 1921 Lawday v Great Western Railway Co
Re Same Davies v Same
Re Barnes Public Trustee v Merry
Re Keen Burley v Rice
Re Pereira Price v Pereira
Re Oldroyd Dodgson v Borwick
Re Partridge White v Smith
Re Young Burton v Burton
Re Wiles Wiles v Yorkshire Penny Bank Ltd
Re Stacey Bartle v Stacey
Re Stainer Aish v Aish
Re Cuffe Public Trustee v Cuffe
Re Bragg Bragg v Bragg
Re Bryan Rogers v Stephens
Re Campbell Campbell v Campbell
Re Farmer Stoneham v Farmer
Re Hill Hill v Sherwill
Re Gowen Public Trustee v Gowen

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending 18th May, 1934.

APPEALS FROM COUNTY COURTS to be heard by a DIVISIONAL COURT sitting in Bankruptcy.

Re a Debtor (No. 15 of 1933) Exparte The Debtor v The Petitioning Creditors and The Official Receiver Appeal from the County Court of Hertfordshire (St. Albans).

MOTIONS IN BANKRUPTCY for hearing before the Judge.

Re Spink J M Exparte Harold Hans Marshall and John James Spink v The Trustee
Re Spink J M Exparte The Trustee v Samuel Martin Spink, Harold Hans Marshall Spink and John James Hofer Spink
Re Pavyer W J Exparte The Trustee v Frederick William Fox
Re Lovegrove G Exparte G Lovegrove & Co (Sales) Ltd v The Trustees
Re Aaonson W Exparte The Trustee v Mrs Betsy Aaronson
Re Aaronson W Exparte The Trustee v Miss Ray Aaronson
Re Laine L H Exparte The Trustee v Milton Tin Stampings Ltd
Re Maundy Gregory J Exparte The Trustee v His Beatitude Louis II Barlassina Patriarch of Jerusalem
Re Maundy Gregory J Exparte The Trustee v William Tuston Norton To consider the Registrar's Report
Re Lovegrove Exparte The Trustees v Alfred Applestoneand G Lovegrove & Co (Sales) Ltd

CROWN PAPER—For Argument.

The King v Gen Commrs for Income Tax for West Bucklow (exparte Puritan Tanneries Ltd)
Sherwen and anr v Ullcoats Mining Co Ltd
The King v Milk Marketing Board (exparte North)
Hornchurch U D C v Standen
Same v Same
The King v S Brown, Esq and ors of Surrey and Walton and Weybridge U D C
Audenshaw U D C v De Yarburgh-Bateson and ors
The King v Ayton
The King v Gelligaer U D C (exparte Withers)
Whitfields (Wolverhampton) Ltd v Peters
Williams and anr v Varley
Rawlins v Watkins
Lodge v Lancaster County Council
Thistlethwaite v Ringer
James v Norman E Box Ltd and anr
Director of Public Prosecutions v Phillips and anr
Tingle v Steeples
Mart v Dawson
Metcalfe v Pedly
Firmus Constructions Ltd v Coulsdon and Purley U D C
Goad v Brown
Same v Robbins
The King v A W Williams Esq and ors (exparte Johnson)
The King v H C Webster Esq and ors (exparte Young)
The King v H C Webster, Esq (exparte Shoreham U D C)
Steele v Pearce
Heath v Davis
Perkins v Myers
Shopland v The Sheppey Glue and Chemical Works Ltd
Same v Same
Priestman Collieries Ltd v Central Electricity Board
In re a Solicitor
Williams v Pegg
Same v Spendlove, J
Same v Spendlove, W
Badger v James
John Blunt Ltd v Wineman

CIVIL PAPER.—For Hearing.

Birch Bros Ltd v Barnes (Wandsworth County Court)
Leiserach v Scahlit
Schalit v Leiserach
Thrush v Atchley and anr (Bristol County Court)
Lines v C & E Morton Ltd (Bow County Court)
Portman v Jarvis (Lambeth County Court)
Rogers v Same (Lambeth County Court)
William McLean & Sons v McLean (Liverpool County Court)
Horsley v Meredith and anr (West Hartlepool County Court)
Maison Arthur Ltd v Talbot and wife (West London County Court)
Paul v Goodman (Tavistock County Court)
Sharp v Watson (Croydon County Court)
Carter v Henderson (Bloomsbury County Court)
Clarke v Multiplex Van Displays Ltd (Brentford County Court)
Eaton v Donegal Tweed Co Ltd (Kettering County Court)
Cottrell v Bevan
Frances v George Rice Ltd (Whitechapel County Court)
Cowen v Beer and wife
Smith v Charrington Booth Ltd (Bow County Court)
Mickleover Transport Ltd v Day and ors (Willesden County Court)
Flats Construction Co Ltd v Maclean (West London (Brompton) County Court)
In re Solicitors In re Taxation of Costs
Herman v Maw (Marylebone County Court)
Byrd v Byrd (Evesham County Court)
Mutual Finance Indemnity and Guarantee Corpn Ltd v Lingwood (Westminster County Court)
Thornton-Smith v Finch
Carbutt v Russell (Holbeach County Court)
Hugill v William Whiteleys Ltd (Marylebone County Court)
Mortimer v Cochrane and anr (Dorchester County Court)
Hubert Dees Ltd v Smith (Croydon County Court)
Lepine v Piggott and anr (Canterbury County Court)
T & F Young Ltd v Howe (Lambeth County Court)
Batchelor and anr v United Dairies (London) Ltd (West London (Brompton) County Court)
Holly v Foot (Kingston County Court)
Hill-Snook v Hicks (Cardiff & Barry County Court)
Symons v Vergona (Mayor's and City of London Court)
The Port Talbot Corporation v The Trustees of the Margam Estate
Stokes v Little (Bow County Court)
Saltmarsh v Dofort (Lambeth County Court)
Shear and wife v Taylor and anr (Shoreditch County Court)
W Weddell & Co Ltd v Clarke (Northampton County Court)
Williams-Ellis v Cobb and ors (Pwllheli County Court)
Wheeler v Wirrall Estates Ltd (Woolwich County Court)
Rawlance and anr v Spicer (Ringwood County Court)
Jackson v Same (Same)
Rodgers v E R Turner (Pitsea) Ltd (Southend County Court)
Heyting v Foreman and ors (Westminster County Court)
Elgar v Tutt & Sons (Bromley County Court)
Byford & Prior v Liddington (Wandsworth County Court)
Tice v Pickles (Wandsworth County Court)
Gilbert v Ventura (Clerkenwell County Court)

MOTIONS FOR JUDGMENT.

Brand & Rollings v Berlandina

REVENUE PAPER—Cases stated.

T Haythornthwaite & Sons Ltd and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
Compagnie Air Union and R B Wilson (H M Inspector of Taxes)
Sir James B Henderson and B Archer (H M Inspector of Taxes)
The Commissioners of Church Temporalities in Wales and E V K Bryant (H M Inspector of Taxes)
Thomas Smith Hudson and G N Wrightson (H M Inspector of Taxes)
Hallwood & Ackroyd Ltd and J Frame (H M Inspector of Taxes)
Commissioners of Inland Revenue and The Midland Railway Co of Western Australia Ltd The Midland Railway Co of Western Australia Ltd and Commissioners of Inland Revenue
John Cronk & Sons Ltd and W Harrison (H M Inspector of Taxes)
Champney's Executors and The Commissioners of Inland Revenue
The Prudential Assurance Co Ltd and Commissioners of Inland Revenue
D H Adamson (H M Inspector of Taxes) and The Executors of W A Duncan, dec.
W H Kneen (H M Inspector of Taxes) and Mrs. G. R. Martin

ENGLISH INFORMATION.

Attorney-General and Albert William Goodman

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 14th June, 1934.

	Div. Months.	Middle Price 30 May 1934.	Flat Interest Yield.	†Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	112	3 11 5	3 5 0
Consols 2½%	JAJO	78	3 4 1	—
War Loan 3½% 1952 or after	JD	102¼	3 8 6	3 6 7
Funding 4% Loan 1960-90	MN	113	3 10 10	3 5 0
Victory 4% Loan Av. life 29 years	MS	111	3 12 1	3 8 0
Conversion 5% Loan 1944-64	MN	116¾	4 5 8	2 18 11
Conversion 4½% Loan 1940-44	JJ	109½xd	4 2 4	2 16 0
Conversion 3½% Loan 1961 or after	AO	102½	3 8 4	3 7 1
Conversion 3% Loan 1948-53	MS	100¾	2 19 6	2 18 8
Conversion 2½% Loan 1944-49	AO	95	2 12 8	2 18 4
Local Loans 3% Stock 1912 or after	JAJO	90¾	3 6 1	—
Bank Stock	AO	360½	3 6 7	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	83	3 6 3	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	90	3 6 8	—
India 4½% 1950-55	MN	110	4 1 10	3 13 3
India 3½% 1931 or after	JAJO	89½	3 18 3	—
India 3% 1948 or after	JAJO	77	3 17 11	—
Sudan 4½% 1939-73	FA	114	3 18 11	1 7 4
Sudan 4% 1974 Red. in part after 1950	MN	110	3 12 9	3 3 10
Tanganyika 4% Guaranteed 1951-71	FA	111	3 12 1	3 3 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	2 18 0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 12 0
*Australia (Commonw'th) 3¾% 1948-53	JD	101	3 14 3	3 13 3
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
*New South Wales 3½% 1930-50	JJ	99½	3 10 4	3 10 10
New Zealand 3% 1945	AO	97	3 1 10	3 6 8
Nigeria 4% 1963	AO	108	3 14 1	3 11 1
Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	102	3 8 8	3 7 2
Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
W. Australia 3½% 1935-55	AO	99	3 10 8	3 11 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	91	3 5 11	—
Croydon 3% 1940-60	AO	97	3 1 10	3 3 4
Essex County 3½% 1952-72	JD	106	3 6 0	3 1 7
*Hull 3½% 1925-55	FA	101	3 9 4	—
Leeds 3% 1927 or after	JJ	91	3 5 11	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	103	3 8 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	77	3 4 11	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	90	3 6 8	—
Manchester 3% 1941 or after	FA	91	3 5 11	—
Metropolitan Consd. 2½% 1920-49	MJSD	95	2 12 8	2 18 4
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003	MS	93	3 4 6	3 5 1
Do. do. 3% "E" 1953-73	JJ	98	3 1 3	3 1 10
Middlesex County Council 4% 1952-72	MN	110	3 12 9	3 5 2
Do. do. 4½% 1950-70	MN	115	3 18 3	3 5 7
Nottingham 3% Irredeemable	MN	90	3 6 8	—
Sheffield Corp. 3½% 1968	JJ	104	3 7 4	3 6 1
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	108½	3 13 9	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	127½	3 18 5	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	124½	4 0 4	—
Gt. Western Rly. 5% Preference	MA	112½	4 8 11	—
Southern Rly. 4% Debenture	JJ	107	3 14 9	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	107½	3 14 5	3 11 5
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	111	4 10 1	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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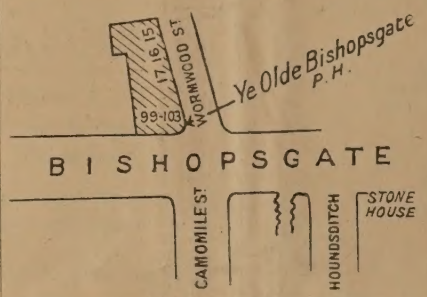

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